



RATE & SERVICE CONFIRMATION LETTER

April 25th, 2022

Ms Jennifer Avina, Senior Human Resources Analyst

City of Lake Elsinore

130 South Main Street, Lake Elsinore, CA 92530

Email: javina@lake-elsinore.org

Dear Jennifer,

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our agreement with **City of Lake Elsinore**, "the Customer", to place one or more employees described below at the prices set forth below.

Manpower Services: Manpower will recruit, interview, screen and assign to Customer our employees who, through our proven process and expertise, are the best qualified candidate to perform the work described below. Manpower will maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our employees with respect to the compensation that Manpower has agreed to pay; and removing any assigned employee at your request, provided there is a valid legal reason for doing so. Customer also agrees to only request testing equivalent to what they would require of their own full-time employees in that respective position.

Customer Responsibilities: Manpower expects Customer will take responsibility for supervising and controlling the work performed by our employees. Customer will also provide all employees with a safe worksite and will provide information, training and safety equipment with respect to any hazardous substances or conditions to which employees may be exposed at the worksite, whether or not required by law. Without limiting the generality of the foregoing, because Customer controls the facilities in which employees work, it is agreed that Customer is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations there under, to the extent those laws apply to employees working at Customer's facilities. Manpower will, at the request of Customer, instruct its employees on general safety matters in accordance with information provided to Manpower by Customer. Additionally, Customer agrees to provide all our employees with a worksite environment free of harassment. In the event there are substantial changes to the agreed assignment duties, the Customer is required to notify Manpower immediately. Customer also agrees to document all hours worked, approve and submit timesheets to Manpower in a timely manner. Manpower, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with Customer, Assigned Employee work performance issues; and to enforce Manpower's employment policies relating to Assigned Employee conduct at the worksite.

Payment terms: Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. Customer agrees to remit the negotiated Bill Rate for all hours worked, including California overtime bill rates for hours worked in excess of 8 hours in a workday or hours exceeding forty (40) hours during the weekly pay period. Manpower invoices Customer weekly. Payment will be due upon receipt of invoice. The Manpower bill rate includes all deductions required by state and federal legislation, including employer's contributions for FICA taxes, providing Unemployment and Workers' Compensation, liability insurance and fidelity bonding, as well as all other deductions and benefits paid to our temporary employees. Additionally, we cover all administrative charges related to payroll, including preparation of W-2 forms at the end of the year. Our price is based upon weekly invoicing with method of payment in the form of check, bank transfer, or Electronic Data Interchange. Alternate payment methods may impact price and require mutual agreement. In the event there is a governmental mandated requirement (federal, state, or local law such as FICA, FUTA, Workers' Compensation, and State Unemployment Tax) to increase wages or employer payroll burdens, Customer agrees to accept and remit additional costs to Manpower from the effective date to the expiration date of this agreement.



Term: The term of this agreement will be three years from the signature date of this agreement.

1. JOB DESCRIPTIONS* and RATES:

<i>Service Delivery</i>	<i>Fee Schedule</i>
Admin (Clerical & Admin roles)	50% Mark Up
Light Industrial (Public Works, General Labor, Groundskeepers)	51.5% Mark Up
Janitorial & Custodial	60% Mark up
Professional (Engineering, Finance & Accounting, HR, IT)	TBD based Case by Case Basis

* If the parties decide to change information contained within this letter, for example, adding or deleting jobs, they must notify the Manpower office in writing reflecting the intended change. Manpower reserves the right not to provide an Assigned Employee or candidate for any reason. Manpower will only bill for sick time accrued while employee is on assignment.

- 2. ADDITIONAL BACKGROUND CHECKS AND TESTING:** All Manpower employees complete an I9, are processed through E-Verify, and have their employment background verified and screened. Manpower processes thousands of background and drug screenings on behalf of our Customers every year. As such, we have negotiated the most competitive rates possible. Manpower will cover the cost of our Standard drug and background screenings – any client specific requirements above our standard screenings will be billed back to client.

- 3. CONVERSION FEES: TEMPORARY STAFFING: NO FEE FOR HIRING:** It is Manpower's policy not to charge a fee for employees hired by Customer, after our employees have been on assignment for 520 hours. If Customer desires to hire a Manpower employee before 520 hours the conversion fee will be prorated based on hours completed. The conversion is calculated by the hours remaining times the difference between the pay rate and the bill rate.

Bill Rate – Pay Rate x hours remaining = Conversion Fee

Example: Bill Rate \$14 - Pay Rate \$10 x 300 hours = \$1,200 Conversion Fee

PERMANENT PLACEMENT FEE: Permanent Placement Fees: Customer agrees to pay a fee if Customer hires or retains a candidate, in any capacity, referred by Manpower within one (1) year after that candidate was presented to Customer, regardless of whether Customer learned of or could have learned of the candidate through other means. As follows is the fee payable, which is a fixed percentage of Compensation* paid by Customer:

<i>Annualized Compensation</i>	<i>Fee Percentage</i>
All Direct Hire positions	18%

*Compensation includes base gross salary, gross compensation for services, fees, and wages, excluding anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

- 4. TEMPORARY STAFFING GUARANTEE:** Manpower will guarantee the services of each employee. If for any reason the Customer is not satisfied with an employee, Manpower will replace that employee at no charge, provided Manpower is notified within the first eight (8) hours of that employee's start of an assignment.



5. **ACA INDEMNIFICATION:** Manpower shall be solely responsible for, and shall reimburse, indemnify, and hold harmless Customer (hereafter collectively referred to as "Customer Indemnity") for, any taxes, penalties, or other liabilities assessed against Manpower or Customer under Code §4980H with respect to Manpower Assigned Employees due to Manpower's failure to:
- (i) Offer "minimum essential coverage" within the meaning of Internal Revenue Code (the "Code") §5000A(f)(1)(B) under an "eligible employer-sponsored plan" each within the meaning of Code §5000A(f)(2); or
 - (ii) Offer coverage that is not "affordable" or fails to provide "minimum value," each within the meaning of Code §36B(c)(2)(C) and related regulations, including regulations under Code §4980H.
- Effective Jan. 5th, 2015, all Manpower invoices will include a 1.28% surcharge for healthcare benefits for associates as a response to the recent Affordable Care Act legislation. Provided, however, that in no event shall the customer Indemnity extend to any taxes, penalties, or other liabilities under the under Code §4980H where such tax, penalty, or other liability results from the imposition of assessable payments against the customer under Code §4980H(a) or Code §4980H(b) with respect to the customer's employees.

Once again, thank you Jennifer, for your business. Please let me know if you have any questions. We look forward to working with you!

Kind regards and thanks,

Caroline Hunt

Branch Manager, Manpower
Office: 951-308-2686, Cell: 951-491-4428
39885 Alta Murrieta Drive, Ste D1, Murrieta, CA 92563

ACKNOWLEDGED AND ACCEPTED:
City of Lake Elsinore
By:
Printed Name/Title:
Date:



April 25th, 2022

Ms Jennifer Avina, Senior Human Resources Analyst
City of Lake Elsinore
130 South Main Street, Lake Elsinore, CA 92530
Email: javina@lake-elsinore.org

Dear Jennifer,

Re: ***Client Hold Harmless Agreement (Vehicles)***

For your protection, and in order to provide you with better service, all of the Manpower Temporary employees assigned to you are covered under our Workers' Compensation policy, our Fidelity Bond policy to the extent of \$5,000,000 and also under our Liability and Property Damage policy to the extent of \$25,000,000.

However, our rates for service do not include, nor can we accept responsibility for, obtaining primary vehicular liability insurance protecting you against accidents which might occur as a result of Manpower employees driving your licensed vehicles (owned or non-owned) while said employees are on assignment to you.

If you allow our employees to drive your vehicles, whether owned or non-owned, it is on the condition that you accept full responsibility for the equipment and the cargo as well as for any claims, other than direct claims for Workers' Compensation, which might arise as a result of any accident taking place while your equipment is in the care and custody of a Manpower employee pursuant to his/her assignment.

It is our understanding that your vehicular insurance will be primary insurance in the event of any claims arising as stated above, and that your limits of liability are not less than \$1,000,000/\$2,000,000 Bodily Injury and \$1,000,000 Property Damage.

Sincerely,

Caroline Hunt

Caroline Hunt, Branch Manager
Office: 951-308-2686, Cell: 951-491-4428
39885 Alta Murrieta Drive, Ste D1, Murrieta, CA 92563
www.manpowerriverside.com



Customer Name:

Representative:

Signature:

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. One Towne Square Suite 1100 Southfield, MI 48076 Attn: DetroitGroupCaptive.CertRequest@marsh.com CN104898857--58-22-23		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 23809
INSURED CLMP Ltd., Inc. dba Manpower of Temecula 1855 First Ave. Suite 300 San Diego, CA 92101				

COVERAGES **CERTIFICATE NUMBER:** CHI-009213287-11 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	80756288 (AOS) 80756287 (CA) (Does not apply to ND, OH, WA, and WY, Puerto Rico, or Virgin Islands)	03/01/2022 03/01/2022	03/01/2023 03/01/2023	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Lake Elsinore
130 S Main St.
Lake Elsinore, CA 92530

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Milwaukee WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CLMP Ltd., Inc. dba Manpower of Temecula Attn: Tony Evenson 1855 First Avenue, Suite 300 San Diego CA 92101-2685 USA	INSURER A: Philadelphia Indemnity Insurance Company 18058	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570091844429**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2384931	03/01/2022	03/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2384931	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB804945	03/01/2022	03/01/2023	EACH OCCURRENCE \$14,000,000 AGGREGATE \$14,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elsinore Attn: Jennifer Avina 130 S. Main St. Lake Elsinore CA 92530 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>