CONDITIONS OF SERVICE

This Conditions of Service ("**Agreement**") is between City of Lake Elsinore ("**Client**") and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services ("**AppleOne**"). In consideration of the parties' mutual covenants, conditions, and promises contained herein, the parties agree as follows:

TEMPORARY AND TEMPORARY-TO-HIRE SERVICES

1. Employees or associates of AppleOne or any of its subcontractors temporarily assigned to Client shall be referred to in the singular as "**Temporary Employee**" and in the plural as "**Temporary Employees**." Temporary Employees are subject at all times to Client's direct and indirect supervision; AppleOne does not supervise such employees on their assignments. Client further agrees that while on assignment with Client, Temporary Employees shall not be permitted, without express advance written approval by an officer of AppleOne, to i) engage in travel or otherwise operate a motor vehicle or any non-office machinery or equipment on behalf of Client, ii) handle cash or valuables or negotiable instruments (Client shall also not pay Temporary Employees directly or advance any funds to them.), iii) be permitted unsupervised or uncontrolled access to confidential or proprietary information, including confidential access codes, iv) be permitted unsupervised access to or control of Client's business premises, v) remove any property of Client from Client's business premises, vi) purchase, consume or distribute any alcohol, or vii) consume drugs, unless advance written authorization is provided by a physician. Should any Temporary Employee be permitted to engage in any of the activities described in i) - vii) above, AppleOne shall have no responsibility arising therefrom, and Client agrees to indemnify, defend and hold harmless AppleOne for any and all liabilities, losses, claims, injuries, suits, judgments, expenses, charges, fines, interest or penalties (collectively, "**Losses**") resulting from the employee's conduct.

2. Background check services are available for an additional fee to Client and must be agreed to in writing between AppleOne and Client. Background check services may be conducted by one or more of AppleOne's preferred, third-party vendors (e.g., A-Check Global). Client shall indemnify, defend and hold harmless AppleOne for any and all Losses arising from or related to i) the background checks or the performance thereof and ii) AppleOne's assignment of any Temporary Employees to Client, at Client's request, before the full completion of Client- or AppleOne-required background checks, including any legal requirements associated therewith.

3. AppleOne provides its services in compliance with its obligations as an equal opportunity and affirmative action employer. AppleOne's recruiting procedures are free of discrimination based on race, religion, ancestry, color, national origin, age, gender identity or expression, genetic information, marital status, medical condition, physical or mental disability, protected veteran status, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable federal, state or local laws. AppleOne also consider qualified applicants regardless of criminal histories, consistent with legal requirements.

4. Client agrees to immediately contact its AppleOne representative or the AppleOne Human Resources Hotline at (800) 270-9120 upon receipt of any complaint by a Temporary Employee regarding, but not limited to, any of the following: sexual harassment, discrimination, retaliation, bullying, wage and hour issues, meal and rest breaks or any other employment-related concern. Further, Client agrees to comply with the American with Disabilities Act and any local health accommodation requirements, and upon request by AppleOne, agrees to participate in an interactive process with AppleOne and any Temporary Employee who seeks a reasonable workplace accommodation.

5. Client agrees to indemnify, defend and hold harmless AppleOne and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "**AppleOne Parties**") for Losses arising out of any violation of laws by Client. In addition, Client agrees to comply with all laws, regulations and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace. Client agrees to indemnify, defend and hold harmless AppleOne Parties for Losses arising out of Client's violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to workplaces owned, leased or supervised by Client, and/or to which Temporary Employees are assigned. For any serious injury, illness or death of a Temporary Employee occurring in a place of employment or in connection with an AppleOne employee's assignment with Client, Client shall notify AppleOne immediately (Notification to AppleOne is also required in the event of any accident or medical treatment.) and is

required to report immediately, by telephone or fax, to the nearest Occupational Safety and Health Administration ("**OSHA**") office. Client is authorized and required by AppleOne to make the report on behalf of both AppleOne and Client. Client shall provide to OSHA all information required by applicable law, as well as AppleOne's name, address, phone number and contact person, and the Temporary Employee's name. Client shall notify AppleOne immediately after the report has been made.

6. Client will not reassign or relocate a Temporary Employee without prior written authorization by AppleOne. Client agrees to assume all liability for any third party claim arising after any reassignment or relocation that occurs without such authorization.

7. Client understands that Temporary Employees are assigned to Client to render temporary services, and that absent an agreement to the contrary, are not assigned to become employed by Client. Client acknowledges the considerable expense incurred by AppleOne to advertise, recruit, evaluate, train and quality control its employees. Client will not, without prior written authorization by AppleOne, hire an AppleOne employee, interfere with the employment relationship between AppleOne and its employee, or directly or indirectly cause an AppleOne employee to transfer to another temporary help service.

8. Client understands that AppleOne may refer candidates for Client's evaluation or assign AppleOne employees to render temporary services at Client often while such persons seek direct hire employment through AppleOne. If Client, either directly or indirectly, such as through any company within Client's control, solicits, offers employment to and/or hires any AppleOne candidate or employee as an employee or consultant in any position, or utilizes such person's services through another temporary or outsourcing service, or any party affiliated with Client refers such person to any other employer and said person becomes employed by that employer: i) at any time from the date such person's identity is provided by AppleOne to Client until six (6) months thereafter, or ii) within six (6) months after termination of such person's temporary assignment through AppleOne at Client, whichever is the later, Client agrees to pay AppleOne a direct hire fee in accordance with AppleOne's standard fee schedule stipulated by the parties to be equal to thirty percent (30%) of such person's first year annualized wage or salary. Unless Client presents written evidence to AppleOne of Client's prior knowledge of an AppleOne referred candidate i) within three (3) business days of AppleOne's referral of such candidate to Client, or ii) prior to Client's interview of such candidate, or iii) prior to AppleOne's assignment of such candidate at Client, whichever is earliest, Client understands and agrees that Client is liable for the payment of any direct hire fee due to AppleOne pursuant to this Agreement.

9. AppleOne offers temporary-to-hire services to Client. An AppleOne employee temporarily assigned to Client is an employee of AppleOne until released to Client. Should Client be interested in hiring an AppleOne referred candidate or employee, Client shall contact AppleOne, who will establish the terms and conditions for releasing such person to Client's payroll, including the conversion fee to be paid by Client if such terms are not otherwise agreed to between the parties. If any Client accounts are in default according to the payment terms in Section 12, Client shall bring the accounts current prior to the hiring. If Client hires an AppleOne employee with a Client account in default, Client agrees to pay AppleOne a conversion fee equivalent to the direct hire fee as set forth in Section 8 of this Agreement.

INVOICING AND PAYMENT

10. Client understands that Temporary Employees must be paid weekly, and agrees to promptly review and approve or verify timecards or hours worked. Client agrees to pay and shall be liable for any and all charges incurred based upon Client approved or verified timecards or hours or similar information submitted by Client to AppleOne. If timecards or hours lack timely Client approval or verification, AppleOne will process payroll and invoices based upon the timecards or hours submitted by the employees.

11. Client shall reimburse AppleOne for any expenses that are incurred by AppleOne or Temporary Employees, which are reasonably related to or arise out of the services provided to Client or the discharge of duties by Temporary Employees for Client under this Agreement ("**Reimbursable Expenses**"). Such Reimbursable Expenses may include a reasonable amount for Temporary Employee internet service or mobile device service for remote work, Client-required equipment and tools, Client-required uniforms, pre-employment health screening (e.g., COVID-19 testing) and fit for duty doctor's visit costs. Expenses for travel shall not be invoiced or reimbursed unless such travel expenses have been previously authorized by Client.

12. AppleOne shall invoice Client weekly for services and any other obligations hereunder. Client agrees that payment of invoices is due upon receipt. Client agrees that an account balance that remains unpaid thirty (30) days after the invoice date will be considered in default and that AppleOne may assess a default charge of one and one-half percent (1.5%) per month on any such balance. Client agrees to pay any such default charges and any costs of collection, including attorneys' fees.

13. Client's payment method (Check box.): ☐ **ApplePay's eCheck**. Client may sign up at www.applepay.com. ☐ ACH/Other shall be discussed between Client and the AppleOne representative. Notwithstanding anything to the contrary in this Agreement, in the event that AppleOne is subject to any third party fees or costs related to AppleOne's compliance with Client's invoicing or payment policies or practices (e.g., Ariba fees, credit card fees, etc.), AppleOne will pass such fees or costs through to Client without markup.

14. Client and AppleOne acknowledge that through the Patient Protection and Affordable Care Act of 2010, as amended ("**ACA**"), and regulations promulgated thereby, statutory requirements have been imposed upon certain employers of certain employees working in the United States. AppleOne is committed to fulfilling its ACA obligations through offering ACA-compliant benefits to eligible contingent workers, including Temporary Employees. In demonstrating Client's commitment to ACA compliance, Client agrees to share in ACA-related costs by paying a $0.54 surcharge for each hour of service provided by each Temporary Employee. The surcharge will be billed to Client in a separate line item on the invoice.

15. Client, or federal, state or local laws, either currently existing or enacted in the future, may mandate that Temporary Employees undergo specific training (e.g., sexual harassment prevention training), presentations and other curricula ("**Trainings**"), where the payment of wages is required by law. Unless otherwise agreed to by the parties in writing, the parties agree that AppleOne will invoice Client for the time spent by Temporary Employee on such Trainings, as well as for voting, as allowed by applicable law, according to the regular markup percentage or bill rate that AppleOne charges for such employee.

16. Federal, state or local laws, either currently existing or enacted in the future, may require AppleOne or Client to provide one or more Temporary Employees with certain paid sick, quarantine or COVID-19-related leave (Each such law is a "**Paid Leave Law**."). AppleOne and Client agree to comply with all provisions of each Paid Leave Law with respect to Temporary Employees as such laws become effective. Unless otherwise agreed to by the parties in a writing, to address the costs for compliance with a Paid Leave Law, the parties agree that AppleOne will invoice Client for the paid leave of a Temporary Employee according to the regular markup percentage or bill rate that AppleOne charges for such employee provided that the criteria required for the payment of leave to such employee under applicable law has been met.

17. Unless otherwise agreed to by the parties elsewhere in the Agreement and/or in any of the Agreement's mutually agreed upon ancillary exhibit(s) or document(s), to the extent that AppleOne may be required to pay the Temporary Employee overtime under any federal, state or local law, AppleOne, as applicable, will bill Client i) based upon the Temporary Employee's legally applicable hourly pay rate for overtime work plus the markup percentage for the Temporary Employee, or ii) an overtime bill rate, which will be calculated by applying a multiplier of 1.5 or 2.0 (for double time, where applicable) to the Temporary Employee's hourly bill rate.

18. Additional agreed upon pricing for the services to Client under this Agreement may be set forth in one (1) or more exhibit(s) to this Agreement or as mutually agreed upon by the parties in writing. The parties agree that upon thirty (30) days' written notice to Client, pricing under this Agreement may change if AppleOne's expenses for statutory or other fixed costs increase, or if new or additional statutory or government-imposed taxes, fees or costs are incurred by AppleOne after the Effective Date. These taxes, fees or costs may include, but are not limited to those related to: Workers' Compensation Insurance, State Unemployment Insurance, federal, state or local taxes, regulations or ordinances (including but not limited to Wage Determinations, Health & Welfare Benefits, SCLS/SCA, vacation pay, holiday pay, Paid Leave Laws or minimum wage laws), or an increase in the ACA surcharge. The parties agree that such written notice may be in the form of an electronic communication, including email.

OTHER TERMS

19. Despite anything to the contrary in the Agreement, Client shall defend, indemnify and hold harmless AppleOne Parties from and against any and all Losses to the extent caused by Client's failure to inform AppleOne, in writing, that Client or any job orders or services hereunder, are subject to Federal Acquisition Regulation and/or

Defense Federal Acquisition Regulation Supplement, Service Contract Labor Standards, formerly known as the McNamara-O'Hara Service Contract Act of 1965 ("**SCLS/SCA**"), Davis-Bacon Act of 1931, Federal Paid Sick Leave (EO 13706), or any other federal law where a security clearance or any kind of government-issued credential or designation is required.

20. To the maximum extent permitted by applicable law, neither Client nor AppleOne shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in gross negligence or willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification in this Agreement.

21. This Agreement supersedes any and all other agreements, either oral or written, between the parties or anyone acting on behalf of a party hereto, with respect to the subject matter hereof. This Agreement contains all of the covenants, conditions, warranties, representations, inducements, promises or agreements (oral, written, on a website, or otherwise) ("**Promises**") between the parties with respect to the subject matter hereof. Each party hereto acknowledges that no Promises have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Promises, which are not contained herein, shall be valid or binding. Any oral Promises or modifications concerning this Agreement shall be of no force or effect, except by a subsequent written amendment to this Agreement.

22. The confidential and/or proprietary information of the disclosing party will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party, or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. The receiving party upon the request of the disclosing party will destroy or return all writings or documents that contain information subject to the protections of this section.

23. The laws of the State of California shall govern this Agreement, its interpretation and any disputes regarding the services. Any action concerning this Agreement or the services shall be instituted in the state or federal courts located in County of Los Angeles in the State of California, and AppleOne and Client agree to the exclusive personal jurisdiction of said courts and waive any rights to a change of venue. In the event that a party hereto commences any legal or equitable action or other proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief.

24. This Agreement shall be in effect from the last date set forth below ("**Effective Date**") and shall continue until terminated at any time by either party in writing. Absent a prior agreement between the parties, services provided by AppleOne to Client before the Effective Date shall be considered as having been provided subject to the provisions of this Agreement. The rights and obligations in this Agreement, which by their nature should survive, will remain in full force and effect following the termination of this Agreement.

25. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.

26. As Client's staffing supplier, AppleOne considers itself a critical vendor to Client, and AppleOne is committed to helping its clients through turbulent times. To ensure alignment on this issue, AppleOne requests and Client agrees that, in the unlikely event of a Client bankruptcy filing, that AppleOne will be a critical vendor of Client so that all services performed by AppleOne under this Agreement, or any other agreement between the parties, before and after any bankruptcy filing, are paid in accordance with the parties' applicable contractual terms.

27. A waiver of a breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given unless given in writing.

28. The parties agree that this Agreement (and/or any of the Agreement's mutually agreed upon ancillary exhibit(s) or document(s)) may be electronically signed and that any electronic signature appearing on this Agreement (and/or such exhibit(s) or document(s)) is the same as a handwritten signature for the purposes of validity, enforceability and admissibility. Further, the parties agree that this Agreement may be executed in counterparts, each of which together shall be deemed one and the same instrument. Moreover, the exchange of this entire executed Agreement (and/or such exhibit(s) or document(s)) that is in photostatic or portable document format (.pdf) form by electronic mail or by another electronic means shall be considered original(s) and shall constitute effective execution and delivery of the original(s).

For Client	For AppleOne
Signature	Signature
Jason Simpson Printed Name	Printed Name
City Manager Title	Title
Date	Date
130 S. Main Street	327 W Broadway
Lake Elsinore, CA 92530 Address	Glendale, CA 91204 Address

AppleOne is an equal opportunity and affirmative action employer. We proudly embrace diversity in all of its manifestations. We are firmly committed to anti-racism, and as leaders of fairness in work, do not tolerate or support racism or any discriminatory practices.

EXHIBIT A - 1, PRICING
TO CONDITIONS OF SERVICE ("Agreement")
BETWEEN
CITY OF LAKE ELSINORE ("Client")
AND
HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC.
DBA APPLEONE EMPLOYMENT SERVICES ("AppleOne")
DATE: 4/28/22

1. TEMPORARY EMPLOYEES:

1.1 Employees or associates of AppleOne and any of its subcontractors temporarily assigned to Client shall be referred to in the singular as "**Temporary Employee**" and in the plural as "**Temporary Employees**." Unless otherwise specified in the Agreement, the rates and fees set forth below represent the Temporary Employee's pay plus all applicable state and federal taxes, government reporting, workers' compensation and related administrative costs.

1.2 AppleOne will charge Client an hourly bill rate for each hour of service provided by a Temporary Employee. AppleOne will invoice Client according to the following fee schedule:

JOB CLASSIFICATIONS	BILL RATE FOR TEMPORARY EMPLOYEE WILL BE WITHIN THE BILL RATE RANGE
All Clerical and Accounting roles	43% Mark-Up
Other Positions	Bill rate range will be provided after request for position in writing.

1.3 To the extent that AppleOne may be required to pay any Temporary Employee overtime under any federal, state or local law, AppleOne will bill Client for an overtime bill rate, which will be calculated by applying a multiplier of 1.5 or 2.0 (for double time, where applicable) to the Temporary Employee's hourly bill rate.

1.4 Client and AppleOne acknowledge that through the Patient Protection and Affordable Care Act of 2010, as amended ("**ACA**"), and regulations promulgated thereby, statutory requirements have been imposed upon certain employers of certain employees working in the United States. AppleOne is committed to fulfilling its ACA obligations through offering ACA-compliant benefits to eligible contingent workers, including Temporary Employees. In demonstrating Client's commitment to ACA compliance, Client agrees to share in ACA-related costs by paying a $0.54 surcharge for each hour of service provided by each Temporary Employee. The surcharge will be billed to Client in a separate line item on the invoice.

1.5 Federal, state or local laws, either currently existing or enacted in the future, may require AppleOne or Client to provide one or more Temporary Employees with certain paid sick, quarantine or COVID-19-related leave (Each such law is a "**Paid Leave Law**."). AppleOne and Client agree to comply with all provisions of each Paid Leave Law with respect to Temporary Employees as such laws become effective. Unless otherwise agreed to by the parties in writing, to address the costs for compliance with a Paid Leave Law, the parties agree that AppleOne will invoice Client for the paid leave of a Temporary Employee according to the bill rate that AppleOne charges for such employee provided that the criteria required for the payment of leave to such employee under applicable law has been met.

1.6 For the duration of a Temporary Employee's assignment at Client, Client agrees that AppleOne will invoice Client according to the hourly bill rate that AppleOne charges Client for the following eight (8) holidays (actual day or AppleOne-observed day): New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth (4th) of July, Labor Day, Thanksgiving Day, and Christmas Day. If Client and AppleOne agree that a

Temporary Employee will work on assignment for Client on any such holiday, AppleOne will instead invoice Client at a premium rate, which is 1.5 times the hourly bill rate that AppleOne charges Client for such employee.

1.7 The parties agree that upon thirty (30) days' written notice to Client, pricing under this Agreement may change if AppleOne's expenses for statutory or other fixed costs increase, or if new or additional statutory or government-imposed taxes, fees or costs are incurred by AppleOne after the effective date of the Agreement. These taxes, fees or costs may include, but are not limited to those related to: Workers' Compensation Insurance, State Unemployment Insurance, federal, state or local taxes, regulations or ordinances (including but not limited to Wage Determinations, Health & Welfare Benefits, Service Contract Labor Standards (formerly known as the McNamara-O'Hara Service Contract Act of 1965), vacation pay, holiday pay, Paid Leave Laws or minimum wage laws), or an increase in the ACA surcharge. The parties agree that such written notice may be in the form of an electronic communication, including email.

Temporary Employees must work at the job site of the original assignment. An authorized AppleOne representative must approve, in writing, any change in job site or job duties in advance of such change.

2. CONVERSION OF TEMPORARY EMPLOYEE:

2.1 Client may convert a Temporary Employee to a full-time employee at a fee equal to 5% of the Temporary Employee's starting annual salary for Client once the Temporary Employee has been on assignment with Client for 720 hours. Should Client convert any Temporary Employee to a full-time employee prior to 720 hours, AppleOne will bill Client according to the following fee schedule:

HOURS COMPLETED ON ASSIGNMENT	CONVERSION FEE AS A PERCENTAGE OF THE EMPLOYEE'S STARTING ANNUAL SALARY FOR CLIENT
1-240 Hours	20% of Starting Annual Salary
241-480 Hours	15% of Starting Annual Salary
481-719 Hours	10% of Starting Annual Salary
720+ Hours	5% of Starting Annual Salary

Conversion is not transferable to any third party who is a competitor of AppleOne.

3. DIRECT HIRE SERVICES:

3.1 Client retains AppleOne on a non-exclusive basis to locate, refer, and/or present to Client candidate(s) for employment positions with Client. Such direct hire services shall be referred to as the "**Direct Hire Services**." Decisions regarding whether to hire candidate(s) referred by AppleOne, as well as any and all compensation and benefits to be offered to such candidate(s), shall be made by Client, and not by AppleOne.

3.2 AppleOne will perform reference checks and other such screening as AppleOne deems reasonably necessary to determine the qualifications and suitability of the candidate(s) prior to their referral to Client. Reference checks for the candidate(s) will be based entirely upon application information provided by the candidate(s). AppleOne will be entitled to rely upon any information received from the candidate(s) and their references. AppleOne will not be responsible to complete the employer I-9 verification process. Except as specifically provided herein, any other checks, screenings, or tests (e.g., drug, health, credit, criminal, and/or skills) (collectively, "**Background Checks**") will not be performed on candidate(s). Upon Client's written request, and AppleOne's written agreement to such request, AppleOne can arrange, for an additional fee, to have lawful, Client-specified Background Checks performed on candidate(s). The fee for any agreed-upon Background Checks shall be determined by AppleOne at the time of Client's request and shall be paid by Client at the time such service is performed by AppleOne and/or its preferred third party vendor(s). AppleOne shall have no liability in connection with the acts or omissions of third-party vendor(s) who perform any Background Checks

3.3 AppleOne provides its Direct Hire Services in compliance with its obligations as an equal opportunity and affirmative action employer. AppleOne's recruiting procedures are free of discrimination based on race, religion, ancestry, color, national origin, age, gender identity or expression, genetic information, marital status, medical

condition, physical or mental disability, protected veteran status, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable federal, state or local laws. AppleOne also consider qualified applicants regardless of criminal histories, consistent with legal requirements.

3.4 Except as otherwise set forth in the Agreement, Client agrees that a fee for AppleOne's Direct Hire Services ("**Direct Hire Fee**") shall be deemed earned by AppleOne when a candidate referred by AppleOne to Client is employed by Client or its subsidiary or other affiliated entity at any time within six (6) months from the date AppleOne provided the identity of such candidate to Client. This Direct Hire Fee shall be earned and due to AppleOne regardless of the position in which the candidate is hired, even if such position is different than the position for which the candidate was originally referred. In addition, unless Client presents written evidence to AppleOne of Client prior knowledge of an AppleOne referred candidate either: i) within three (3) business days of AppleOne's referral of such candidate to Client or ii) prior to Client's interview of such candidate, whichever is earlier, Client understands and agrees that Client is liable for the payment of any Direct Hire Fee due to AppleOne for such candidate pursuant to this Agreement.

3.5 Client agrees that the Direct Hire Fee for an AppleOne referred candidate under the terms of this Agreement is equal to a percentage of such candidate's first year annualized salary as set forth in the table below.

JOB CLASSIFICATION	PERCENTAGE (%) OF FIRST YEAR ANNUALIZED SALARY
All Positions	20%

3.6 Client agrees that payment for Direct Hire Services is due net ten (10) calendar days following receipt of invoice or the candidate's start date, whichever is later. Client understands and agrees that a default charge of one and one-half percent (1.5%) per month may be imposed on any balance that remains unpaid after thirty (30) days from the invoice date. Client agrees to pay any such default charge(s) and any costs of collection, including attorneys' fees.

3.7 **"5•50 Assurance Plan" Terms and Conditions:**

a. The 5•50 Assurance Plan is contingent upon the timely payment of fees according to the terms set forth in this Agreement. The 5•50 Assurance Plan may only be applied one (1) time per original candidate. Client must also notify AppleOne in writing within five (5) calendar days of a candidate's termination, resignation, promotion or relocation date, as applicable, should Client wish to utilize the 5•50 Assurance Plan.
   i. <u>30 Calendar Days – Free Replacement or Full Refund</u>: Upon termination or resignation of the original candidate within the first thirty (30) calendar days of employment, AppleOne will provide either a one-time free replacement for the same vacated position or a full refund of the Direct Hire Fee paid for the original candidate.
   ii. <u>31 to 90 Calendar Days – Free Replacement or Prorated Refund</u>: Upon termination or resignation of the original candidate between thirty-one (31) and ninety (90) calendar days, AppleOne will provide either a one-time free replacement for the same vacated position or a prorated refund of the Direct Hire Fee paid for the original candidate. The prorated refund will be based on the number of calendar days remaining after termination or resignation within the ninety (90) day period (1/90th of the fee per calendar day).
   iii. <u>91 Calendar Days to 5 Years - 50% Discount</u>: Upon termination, resignation, or promotion of the original candidate between ninety-one (91) calendar days and five (5) years, AppleOne will offer a one-time replacement of the same vacated position at a 50% discount.
   Example: If the original Direct Hire Fee is 20% of first year annualized salary, the replacement Direct Hire Fee will be 10% of the first year annualized salary of the replacement candidate.

b. The 5•50 Assurance Plan is not available in the event of employee termination or resignation due to a significant change in the employee's compensation or other benefits of employment, unlawful conduct of the employer, harassment of the employee, or other conditions or events not in keeping with a professional and reasonable working environment.

For Client For AppleOne

Signature	Signature
Jason Simpson Printed Name	Printed Name
City Manager Title	Title
Date	Date
130 S. Main Street	327 W Broadway
Lake Elsinore, CA 92530 Address	Glendale, CA 91204 Address

HOWRGEN-01 DORTIZ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2022

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
MG Skinner & Associates
11030 Santa Monica Blvd., Suite 207
Los Angeles, CA 90025

CONTACT NAME:
PHONE (A/C, No, Ext): (310) 478-5041 FAX (A/C, No): (310) 479-8707
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	23850
INSURER B : Ace American Ins Co	22667
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Howroyd Wright Employment Agency, Inc. dba AppleOne
P.O. Box 29048
Glendale, CA 91209-9048

COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PHPK2397255	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 100,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2397255	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB809384	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC6892800A	4/1/2022	4/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Crime (3rd Party)			PHPK2397255	4/1/2022	4/1/2023	Occurrence/Aggregate	3,000,000
A	E&O/Prof. Liability			PHPK2397255	4/1/2022	4/1/2023	Occurrence/Aggregate	3,000,000

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

CERTIFICATE HOLDER

The City of Lake Elsinore
Attn: Jennifer Avina - Human Resources Analyst
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

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