



AGENDA REPORT

Meeting Date: October 15, 2013
Item Number: D-14
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: 1. Agreements (2)

Item A. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HOWROYD WRIGHT EMPLOYMENT AGENCY INC. DBA APPLE ONE EMPLOYMENT SERVICES TO PROVIDE TEMPORARY STAFFING ON AN AS-NEEDED BASIS; AND

APPROVAL OF A PURCHASE ORDER TO HOWROYD WRIGHT EMPLOYMENT AGENCY DBA APPLE ONE EMPLOYMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$56,750.00

RECOMMENDATION

It is recommended that the City Council approve an agreement with Apple One Employment Services for temporary employment services. This agreement is for an open amount which would allow Human Resources to acquire temporary administrative support on an as-needed basis for City Departments. Associated costs are covered by the individual department's existing budget through salary savings.

INTRODUCTION

The City has been using Apple One Employment Services for temporary staffing when City departments have employees on an extended leave or have a vacancy. The term of this agreement is for three (3) years and can be extended by three (3) one (1) year terms. This agreement is recommended as an open amount so that temporary administrative support can be obtained when needed by departments.

DISCUSSION

Apple One Employment Services specializes in providing Receptionists, Secretaries, Executive Secretaries, Account Clerks, Data Entry Specialists and Administrative Assistants/Clerks. Temporary employees allow City departments to run smoothly when key members of their staff are on leave for an extended period of time or a position is vacant and waiting for a recruitment to close.

FISCAL IMPACT

Temporary employment fees are based on the level of service required. The City and Apple One Employment Services have agreed on a set hourly rate fee for services provided.

**Item B. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STIVERS
TEMPORARY PERSONNEL DBA STIVERS STAFFING SERVICES TO
PROVIDE TEMPORARY STAFFING ON AN AS-NEEDED BASIS; AND**

**APPROVAL OF A PURCHASE ORDER TO STIVERS STAFFING
SERVICES IN AN AMOUNT NOT TO EXCEED \$56,750.00**

RECOMMENDATION

It is recommended that the City Council approve an agreement with Stivers Staffing Services for temporary employment services. This agreement is for an open amount which would allow Human Resources to acquire temporary administrative support on an as-needed basis for City Departments. Associated costs are covered by the individual department’s existing budget through salary savings.

INTRODUCTION

The City has been using the services of Stivers Staffing Services for temporary employment when City departments have employees on an extended leave or have a vacancy. The term of this agreement is for three (3) years and can be extended by three (3) one (1) year terms. This agreement is being recommended to be an open amount so that temporary administrative support can be obtained when needed by departments.

DISCUSSION

Stivers Staffing Services specializes in providing Receptionists, Secretaries, Executive Secretaries, Account Clerks, Data Entry Specialists and Administrative Assistants/Clerks. Temporary employees allow City departments to run smoothly when key members of their staff are on leave for an extended period of time or a position is vacant and waiting for a recruitment to close.

FISCAL IMPACT

Temporary employment fees are based on the level of service required. The City and Stivers Staffing Services have agreed on a set hourly rate fee for services provided.

Noel Marquis
Approved By 

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
HOWROYD WRIGHT EMPLOYMENT AGENCY INC. DBA APPLE ONE
EMPLOYMENT SERVICES TO PROVIDE TEMPORARY STAFFING ON
AN AS-NEEDED BASIS

NAME OF CONTRACTOR: Apple One Employment Services

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Cora Calagna
Executive Account Manager

CONTRACTOR'S ADDRESS: 888 S Figueroa St. Suite 170
Los Angeles, CA 90017

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia-Curtis Assistant Director of
Administrative Services – HR

COMMENCEMENT DATE: Upon receipt of written notice to proceed

TERMINATION DATE: 3 years from Commencement Date, unless extended
pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed the amount approved in annual CITY
purchase order, based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
HOWROYD WRIGHT EMPLOYMENT AGENCY INC. DBA APPLE ONE
EMPLOYMENT SERVICES TO PROVIDE TEMPORARY STAFFING ON
AN AS-NEEDED BASIS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Howroyd Wright Employment Agency Inc. dba Apple One Employment Services (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for three additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein, based on the hourly rates set forth therein. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are agents or employees of CITY.

Section 5. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by

CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 6. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel.

(a) CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be skilled to perform such services. CITY may require the removal of any CONTRACTOR personnel from CITY with or without cause. Supervision of temporary personnel is CITY's responsibility. CITY will not permit or require CONTRACTOR's employees (i) to perform services outside of the scope of his assignment; (ii) to sign contracts or statements; (iii) to make any management decisions; (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables; or (v) to operate machinery (other than office machines) or automotive equipment. Since CONTRACTOR is not a professional accounting firm, CITY agrees that it will not permit or require CONTRACTOR's temporary employees (a) to render an opinion on behalf of CONTRACTOR or on CITY's behalf regarding financial statements, (b) to sign the name of CONTRACTOR on any document, or (c) to sign their own names on financial statements or tax returns. CITY agrees that it will provide safe working conditions.

(b) Prior to an employee of CONTRACTOR performing services under this Agreement, he/she shall be fingerprinted by the CITY Police Department, at CITY's cost, in order for CITY to conduct a State Department of Justice (DOJ) background check. CONTRACTOR shall not assign to work at CITY any employee whose criminal background check reveals that he/she has been convicted of a misdemeanor or felony involving moral turpitude.

(c) To the extent permitted by law, CONTRACTOR shall have its third party vendor complete a seven (7) year criminal background investigation for all felony convictions and misdemeanor convictions for crimes of dishonesty (both State and Federal) for the employee's current county of residence as stated on his or her resume.

(d) Resumes, criminal background checks and any other personally identifiable information relating to CONTRACTOR's temporary personnel placed in CITY pursuant to this Agreement are confidential, as defined by law, and shall be maintained by CITY with reasonable care in accordance with applicable law.

(e) CONTRACTOR shall also conduct credit check for every employee who would have cash-handling responsibilities.

(f) Drug testing may be required by CITY.

Section 8. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 9. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 11. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 12. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 14. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 2013, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

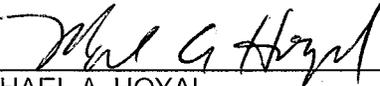
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: HOWROYD WRIGHT
EMPLOYMENT AGENCY INC. DBA APPLE ONE
EMPLOYMENT SERVICES



BERNARD HOWROYD
President



MICHAEL A. HOYAL
Chief Financial Officer

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

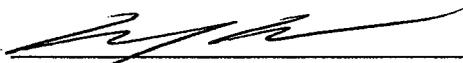
APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager


DON RHOADS
Director of Administrative Services/Chief Financial
Officer



SANDRA OLIVENCIA-CURTIS
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide temporary staffing needs for CITY on a non-exclusive, as needed basis. CONTRACTOR shall propose candidates to CITY and CITY shall have the right to reject any candidates or request the immediate removal of any CONTRACTOR employee already placed in the City. Each CONTRACTOR employee who performs work under this Agreement shall be investigated in accordance with Section 7 of this Agreement. CITY shall not require CONTRACTOR's employees to drive during their temporary assignment with the CITY.

EXHIBIT B-1

SCHEDULE OF PAYMENT AND RATES

1. COMPENSATION FOR TEMPORARY STAFFING:

For all positions, CITY shall pay no more than 30% of the CITY's published minimum hourly pay rate.

POSITION	PRICING
Office Assistant I	\$17.55 - \$20.25
Office Assistant II	\$18.90 - \$21.60
Account Clerk II	\$20.93 - \$25.65
Accounting Technician	\$23.63 - \$28.35
Administrative Clerk II (Technical Services)	\$23.63 - \$28.35
Data Entry Specialist	\$15.53 - \$18.90
Secretary	\$24.30 - \$29.00

(a) If a CONTRACTOR employee does not meet CITY's expectations, CONTRACTOR shall not charge CITY for the first four hours of work. CITY may use this offer in conjunction with any other CONTRACTOR offer.

(b) The first four hours shall be free to CITY on any assignment of 30 days or more in which CONTRACTOR employee must receive training or orientation. CITY may use this offer in conjunction with any other CONTRACTOR offer.

(c) The first four hours of CONTRACTOR's first assignment of 30 days or more in any CITY department shall be free to CITY. CITY may use this offer in conjunction with any other CONTRACTOR offer.

(d) In the event that the work schedule of a temporary position has an alternate schedule, such as a 9/80 or 4/10, CITY shall not pay CONTRACTOR overtime.

2. COMPENSATION FOR EMPLOYMENT BY CITY:

(a) CITY may directly employ CONTRACTOR employees without compensation to CONTRACTOR upon completion by such employee of 480 hours worked in the CITY.

(i) For direct hire and temp-to-perm placements, CITY will pay CONTRACTOR 15% of the hired employee's annual salary. This fee (the "Fee") shall be prorated based upon the number of hours worked.

(ii) The Fee shall be calculated by (i) multiplying the annual salary by 15%, (ii) dividing that by 480 hours to establish the hourly rate; (iii) subtracting the number of hours worked to date from 480 hours; and (iv) multiplying the hourly rate by the number of hours remaining.

(b) CONTRACTOR guarantees all direct hire and temp-to-perm placements for ninety (90) calendar days beginning on the first day of employment as a CITY employee. Should the placed employee prove to be unsatisfactory for any reason within the first ninety (90) days of employment, CONTRACTOR shall replace the employee at no additional charge.

(c) If CONTRACTOR employee is released or leaves during the 480 hour period, CONTRACTOR shall replace the employee and reduce the release period by the number of hours worked. For example, if said employee is released or leaves after 100 hours, the replacement employee may be hired after 380 hours of work at CITY without a fee.

(d) CONTRACTOR shall provide CITY thirty (30) days prior written notice of any change in the rates set forth in this Exhibit. The rate changes are subject to the prior written approval of the City Manager or his designee.

EXHIBIT B-2

SCHEDULE OF PAYMENT AND RATES

CONTRACTOR shall submit an itemized statement to CITY for its services performed for the prior month which shall include documentation on a form approved by CITY, setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : _____ BY : _____

 Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2013

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 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 M.G. Skinner & Associates 11030 Santa Monica Blvd. Suite 207 Los Angeles, California 90025	Phone: (310)478-5041 Fax: (310)479-8707	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	INSURED Howroyd Wright Employment Agency Inc., dba: AppleOne P.O. Box 29048 Glendale, CA 91209-9048		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER C : American Guarantee And Liability Insurance Com</td> <td>26247</td> </tr> <tr> <td>INSURER D : Ace American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Philadelphia Insurance Company	23850	INSURER C : American Guarantee And Liability Insurance Com	26247	INSURER D : Ace American Insurance Company	22667	INSURER E :		INSURER F :
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COVERAGES

CERTIFICATE NUMBER: HOWGEN-69

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PRA 9698690-01	4/1/2013	4/1/2014	EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Professional Liab. (\$3M)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Y				PERSONAL & ADV INJURY	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
B	AUTOMOBILE LIABILITY			PHPK975909	2/8/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input checked="" type="checkbox"/> Y				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Y				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB9467219-01	4/1/2013	4/1/2014	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Y				AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC43121327	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Crime (3rd Party)			PRA 9698690-01	4/1/2013	4/1/2014	Each Occurrence	3,000,000
							Aggregate Limit	3,000,000

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

City of Beverly Hills is an additional insured under General Liability and Auto Liability (pert the terms and conditions of the business auto coverage form). Waiver of Subrogation applies under General Liability, Auto Liability and Workers' Compensation with respect to the City of Beverly Hills. Primary and Non-Contributory coverage clause will apply. Notice of Cancellation under applicable policies: 30 days / 10 days for non-payment of premium.

CERTIFICATE HOLDER

Holder's Nature of Interest : Additional Insured

City of Beverly Hills

 Attn: Sandra Olivencia-Curtis
 455 N. Rexford Drive
 Beverly Hills, CA 90210
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

POLICY NUMBER: PHPK975909

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 2/8/13	Countersigned By:  (Authorized Representative)
Named Insured: Howroyd Wright Employment Agency, Inc., dba: AppleOne	

SCHEDULE

Name of Person(s) or Organization(s): City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



Notice of Afforded Insurance Coverage:

This notice is intended to provide your clients with confirmation that your Staffing Industry General Liability Policy PRA 9698690-01 contains the following pertinent coverages:

Additional Insured:

Page 4 of U-SIL-105-A CW 10/11 Staffing Industry Amendatory Endorsement:

D. Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

g. Any person or organization who you are required to add as an additional insured on this policy under a contractor agreement shall be an insured, but only with respect to that person's or organization's liability arising out of your operations as a "staffing service" or premises owned by or rented to you.

This paragraph g. shall include but is not limited to any specifically scheduled additional insured shown on an Additional Insured endorsement.

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STIVERS
TEMPORARY PERSONNEL DBA STIVERS STAFFING SERVICES TO
PROVIDE TEMPORARY STAFFING ON AN AS-NEEDED BASIS**

NAME OF CONTRACTOR: Stivers Temporary Personnel dba Stivers Staffing Services

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Yvonne Petersen, Area Manager

CONTRACTOR'S ADDRESS: 3701 Wilshire Blvd. #515
Los Angeles, CA 90010

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia-Curtis Assistant Director of
Administrative Services – HR

COMMENCEMENT DATE: Upon receipt of written notice to proceed

TERMINATION DATE: 3 years from Commencement Date, unless extended
pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed the amount approved in annual CITY
purchase order, based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STIVERS
TEMPORARY PERSONNEL DBA STIVERS STAFFING SERVICES TO
PROVIDE TEMPORARY STAFFING ON AN AS-NEEDED BASIS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Stivers Temporary Personnel dba Stivers Staffing Services (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for three additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in therein. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are agents or employees of CITY.

Section 5. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 6. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel.

(a) CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be skilled to perform such services. CITY may require the removal of any CONTRACTOR personnel from CITY with or without cause. Supervision of temporary personnel is CITY's responsibility. CITY will not permit or require CONTRACTOR's employees (i) to perform services outside of the scope of his assignment; (ii) to sign contracts or statements; (iii) to make any management decisions; (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables; or (v) to operate machinery (other than office machines) or automotive equipment. Since CONTRACTOR is not a professional accounting firm, CITY agrees that it will not permit or require CONTRACTOR's temporary employees (a) to render an opinion on behalf of CONTRACTOR or on CITY's behalf regarding financial statements, (b) to sign the name of CONTRACTOR on any document, or (c) to sign their own names on financial statements or tax returns. CITY agrees that it will provide safe working conditions.

(b) Prior to an employee of CONTRACTOR performing services under this Agreement, he/she shall be fingerprinted by the CITY Police Department, at CITY's cost, in order for CITY to conduct a State Department of Justice (DOJ) background check. CONTRACTOR shall not assign to work at CITY any employee whose criminal background check reveals that he/she has been convicted of a misdemeanor or felony involving moral turpitude.

(c) To the extent permitted by law, CONTRACTOR shall have its third party vendor complete a seven (7) year criminal background investigation for all felony convictions and misdemeanor convictions for crimes of dishonesty (both State and Federal) for the employee's current county of residence as stated on his or her resume.

(d) CONTRACTOR shall also conduct credit checks for every employee who would have cash-handling responsibilities

(e) Resumes, criminal background checks and any other personally identifiable information relating to CONTRACTOR's temporary personnel placed in CITY pursuant to this Agreement are confidential, as defined by law, and shall be maintained by CITY with reasonable care in accordance with applicable law.

(f) Drug testing may be required.

Section 8. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict

in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 9. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation,

attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 11. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 12. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 14. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 2013, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: STIVERS TEMPORARY
PERSONNEL DBA STIVERS STAFFING
SERVICES

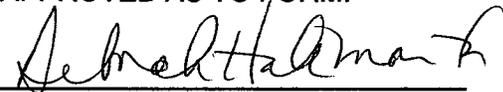


JOHN IPJIAN
Executive Vice President



VERONICA GARY
Secretary

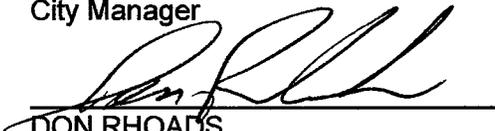
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



DON RHOADS
Director of Administrative Services/Chief Financial
Officer



SANDRA OLIVENCIA-CURTIS
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide temporary staffing needs for CITY on a non-exclusive, as needed basis. CONTRACTOR shall propose candidates to CITY and CITY shall have the right to reject any candidates or request the immediate removal of any CONTRACTOR employee already placed in the City. Each CONTRACTOR employee who performs work under this Agreement shall be investigated in accordance with Section 7 of this Agreement. CITY shall not require CONTRACTOR's employees to drive during their temporary assignment with the CITY.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

1. COMPENSATION FOR TEMPORARY STAFFING:

For all positions, CITY shall pay no more than 30% of the CITY's published minimum hourly pay rate.

(a) If a CONTRACTOR employee does not meet CITY's expectations, CONTRACTOR shall not charge CITY for the first four hours of work. CITY may use this offer in conjunction with any other CONTRACTOR offer.

(b) The first four hours shall be free to CITY on any assignment of 30 days or more in which CONTRACTOR employee must receive training or orientation. CITY may use this offer in conjunction with any other CONTRACTOR offer.

(c) The first four hours of CONTRACTOR's first assignment of 30 days or more in any CITY department shall be free to CITY. CITY may use this offer in conjunction with any other CONTRACTOR offer.

(d) In the event that the work schedule of a temporary position has an alternate schedule, such as a 9/80 or 4/10, CITY shall not pay CONTRACTOR overtime.

2. COMPENSATION FOR EMPLOYMENT BY CITY:

(a) CITY may directly employ CONTRACTOR employees without compensation to CONTRACTOR upon completion by such employee of 480 hours worked in the CITY.

(i) For direct hire and temp-to-perm placements, CITY will pay CONTRACTOR 15% of the hired employee's annual salary. This fee (the "Fee") shall be prorated based upon the number of hours worked.

(ii) The Fee shall be calculated by (i) multiplying the annual salary by 15%, (ii) dividing that by 480 hours to establish the hourly rate; (iii) subtracting the number of hours worked to date from 480 hours; and (iv) multiplying the hourly rate by the number of hours remaining.

(b) CONTRACTOR guarantees all direct hire and temp-to-perm placements for ninety (90) calendar days beginning on the first day of employment as a CITY employee. Should the placed employee prove to be unsatisfactory for any reason within the first ninety (90) days of employment, CONTRACTOR shall replace the employee at no additional charge to CITY.

(c) If CONTRACTOR employee is released or leaves during the 480 hour period, CONTRACTOR shall replace the employee and reduce the release period by the number of hours worked. For example, if said employee is released or leaves after 100 hours, the replacement employee may be hired after 380 hours of work at CITY without a fee.

(d) CONTRACTOR shall provide CITY thirty (30) days prior written notice of any change in the rates set forth in this Exhibit. The rate changes are subject to the prior written approval of the City Manager or his designee.

3. CONTRACTOR shall submit an itemized statement to CITY for its services performed for the prior month which shall include documentation on a form approved by CITY, setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : _____ BY : _____

 Authorized Insurance Representative

TITLE : _____
 AGENCY : _____ Address : _____

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
E	Crime-Employee Dishonesty			68002382	1/1/2013	1/1/2014	\$1,000,000 Limit/\$25,000 Deductible
	Third Party/Client Coverage			68002382	1/1/2013	1/1/2014	\$3,000,000 Limit/\$25,000 Deductible