



CITY of CALABASAS

ITEM 2 ATTACHMENT B
PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

| | |
|---|-----------------------------------|
| Name of Contractor: | AppleOne Employment Services |
| City Department in charge of Contract: | City Clerk |
| Contact Person for City Department: | Maricela Hernandez, City Clerk |
| Period of Performance for Contract: | October 11, 2021-October 11, 2022 |
| Not to Exceed Amount of Contract: | \$60,000 |
| Scope of Work for Contract: | Temporary Employment Services |

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts:

Other:

Proper documentation is required and must be attached.



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT (LOW RISK)

This agreement is entered into by and between the City of Calabasas ("City") and **AppleOne Employment Services** ("contractor").

1. Contractor represents that he or she is fully qualified to perform the requested services and is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this agreement.
2. The services to be performed are described either in Exhibit A attached hereto or as follows:

Temporary Employment Services

3. Contractor's work schedule shall be **Determined on as needed basis**
4. Contractor's compensation shall not exceed **\$60,000 (Sixty Thousand Dollars)**
5. The agreement commences **October 11, 2021**, and expires **October 11, 2022**, unless the agreement is terminated earlier by City. No cause or notice is required for termination of this agreement.
6. Contractor shall provide only the services described herein. Any change in the services of contractor requires an amendment to the agreement signed by contractor and City.
7. Contractor shall perform the requested services in a safe and professional manner. During the performance of this agreement, contractor shall not violate any law, rule, regulation, policy, or ordinance of the City, county, state or federal government, including but not limited to any that pertains to workplace safety, grooming and professionalism, and the prohibition of discrimination, harassment, workplace violence, or misuse of City property.
8. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of contractor except as set forth in this agreement. Contractor shall not represent that he or she is in any manner an employee of City.
9. All data, documents, discussion, or other information developed or received by contractor or provided for performance of this agreement are deemed confidential and shall not be disclosed by contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of the agreement.
10. To the fullest extent permitted by law, contractor shall indemnify, hold harmless, and defend City, its officers, agents, employees, and volunteers, from and against any and all claims, losses, costs, and expenses due to the death or injury to any person and injury to any property resulting from any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of contractor in the performance of this agreement. Such costs and expenses include reasonable attorney's fees incurred by counsel of City's choice.

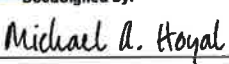
The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this agreement in the absence of contractor's commitment to indemnify and protect City as set forth herein.

- 11. The contractor is not eligible to drive City-leased or owned vehicles. If contractor is required to use his or her own vehicle during the performance of services under the agreement, contractor must provide proof of automobile insurance. Under certain circumstances a contractor may be required to obtain additional general liability and/or automobile policies of insurance. The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. If the contractor has employees, the contractor must carry worker's compensation insurance as required by state law.
- 12. Contractor has no authority to bind City and shall not make any representations that he or she is an employee or agent of City. Any business cards issued to contractor are for the purpose of identification only.
- 13. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this agreement.
- 14. In the performance of this agreement; contractor shall not discriminate against or harass any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, domestic partner status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

CONTRACTOR:

Howroyd-wright Employment Agency, Inc.
dba AppleOne Employment Services

Contractor Name

DocuSigned by:

 Signature REF: 10AC150487...

10/13/2021
Date

(Note: If contractor is under 18 years of age, there must be an accompanying parent or legal guardian signature)

N/A
Parent/Guardian Name

Signature

Date

CITY OF CALABASAS:

Maricela Hernandez, City Clerk


 Signature

10/14/2021
Date

Kindon Meik, City Manager


 Signature

10/14/2021
Date

City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302
 (818) 224-1600; fax (818) 225-7324

EXHIBIT "A"

In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Temporary Employee Name

Temporary Employee Signature

Date

EXHIBIT B

PRICING

TEMPORARY FEES:

Candidate will start out as a temporary associate. We will charge an hourly bill rate of **\$28.80 to \$32.00 per hour (DOE) for the Office Assistant position**. This will be negotiated based on the candidate's hourly pay rate and qualifications. The bill rate will include all applicable state and federal taxes, as well as workers' compensation and related administrative costs. If you choose to convert the person into your permanent employee, the following liquidation/conversion fee will apply.

LIQUIDATION/CONVERSION:

Client may convert any AppleOne temporary employee to a Permanent employee according to the following fee schedule:

| HOURS COMPLETED | LIQUIDATION/CONVERSION FEE |
|-----------------|-------------------------------|
| 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 |

DIRECT HIRE FEES

Should Client directly hire an AppleOne candidate, AppleOne will invoice Client according to the following fee schedule:

| JOB CLASSIFICATION | PERCENTAGE (%) OF ANNUALIZED SALARY |
|--------------------|-------------------------------------|
| All Positions | 20% |

Client agrees that payment for 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, which remains unpaid after 30 days from the invoice date. Client agrees to pay any such default charges and attorney's fees for the costs of collection.

DIRECT HIRE GUARANTEE

AppleOne's Direct Hire Guarantees are contingent upon the timely payment of fees according to the terms set forth in this Agreement and only for straight Direct Hire candidates, not temp-to-hire positions. Direct Hire Guarantees may only be applied one time per original placed candidate.

- **30 Calendar Day – Free Replacement:** Upon termination or resignation of the original candidate within the first 30 calendar days of employment, AppleOne will provide a one-time free replacement for the same vacated position or a full refund of the original paid Direct Hire Fee.
- **31-90 Calendar Day – Free Replacement or Prorated Refund:** Upon termination or resignation of the original candidate between 31 and 90 calendar days, AppleOne will provide a one-time free replacement for the same vacated position or prorate the originally paid Direct Hire Fee based on the number of calendar days the candidate was employed (1/90th of the fee per calendar day) and refund the remaining amount.
- **91 Calendar Days to Five (5) Years – 50% Discount:** Upon termination or resignation of the original candidate between 91 calendar days and up to five (5) years, a 50% credit allowance from the original fee will be applied to the new fee for refilling that same vacated position (\$2,000 minimum refill fee applies). If the original candidate is promoted or relocated between 91 calendar days and up to five (5) years, a 50% credit allowance from the original fee will be applied to the new fee for refilling that same vacated position (\$2,000 minimum refill fee applies).

The replacement guarantee is satisfied when AppleOne presents up to a maximum of five (5) replacement candidates to Client who AppleOne determines meets the original job specifications of the original position. Once AppleOne makes those five (5) presentations, its obligations under the guarantee are met, whether Client chooses to hire one of the candidates presented or not.

The 5•50 Assurance Plan is not available in the event of unlawful conduct of the employer, harassment of the employee, or other conditions or events not in keeping with a professional and safe working environment.

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

By (Please Print): Kindon Meik Title: City Manager

Signature:  Date: 10/14/2021

Waiver of Bid Requirement
(City of Calabasas and AppleOne)

In accordance with the Calabasas Municipal Code, Section 3.40.090 – Sole-source purchasing, AppleOne has been identified by the undersigned as the only provider for the purchasing of a particular item or service, and can hereby be awarded the contract without competition.

Description of supplies, equipment, or service being exempted from complete bidding / pricing: In addition to the long-term working relationship with the City, AppleOne's has vast experience in providing temporary staffing services.

"City"
City of Calabasas

By: 
Kindon Meik, City Manager

Date: 10/14/2021

"Contractor / Supplier"
AppleOne

By: 
Name of Contractor / Supplier

Date: 10/13/2021