

## PROFESSIONAL CONSULTANT SERVICES AGREEMENT

G&M HIRE ENTERPRISES, LLC, dba ATWORK PERSONNEL SERVICES

Temporary Agency Employee Services (RFP No. 2277)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and G&M HIRE ENTERPRISES, LLC, a California limited liability company, doing business as ATWORK PERSONNEL SERVICES ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Temporary Agency Employee Services (RFP No. 2277) ("Project").

2. **Term.** This Agreement shall be effective from July 1, 2024, through June 30, 2027, with an option to extend two (2) additional two (2)-year terms, not to exceed seven (7) years, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement in accordance with the terms set forth in Exhibit "B," payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Human Resources Department  
City of Riverside  
Attn: Maggie Tanner  
3900 Main Street  
Riverside, CA 92522

To Consultant

G&M Hire Enterprises, LLC  
dba Atwork Personnel Services  
Attn: Judy Contreras  
11801 Pierce Street, Suite 200  
Riverside, CA 92505-4400

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the

wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.



## **11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of,

pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

**12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.



12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.



Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the



termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.



35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

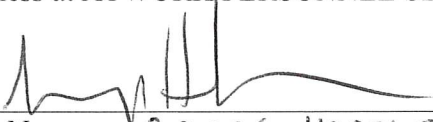
**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation


G&M HIRE ENTERPRISES, LLC,  
a California limited liability company, doing  
business at ATWORK PERSONNEL SERVICES

By: \_\_\_\_\_  
City Manager

By:   
Print Name: GREGG HASSLER  
Title: CEO

Attest: \_\_\_\_\_  
City Clerk

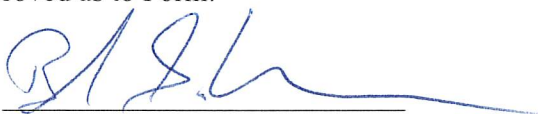
and

By:   
Print Name: MOSES RANGEL  
Title: CFO

Certified as to Availability of Funds:

By:   
for Chief Financial Officer

Approved as to Form:

By:   
Senior Deputy City Attorney



**EXHIBIT “A”**

**SCOPE OF SERVICES**

## **B. Statement of Understanding and Approach**

### **1. Understanding of the Services and General Approach, Organization, and Staffing**

AtWork Riverside will diligently and professionally fill City of Riverside Human Resources Department job orders with qualified candidates, per City specifications.

AtWork will monitor hours worked to ensure 1,000 hour limit is observed and also ensure CalPERS enrollment eligibility and Retired Annuitant rules are observed. Reports and Invoices will be furnished per City requirements as listed in Exhibit A Scope of Services .

#### **Project Approach / Work Plan**

AtWork's procedures and technology are perfectly suited to accommodate all City of Riverside requirements as described in the RFP. AtWork is an equal opportunity employer and does not discriminate based on any protected category. AtWork fully complies with requirements set forth by the Immigration Reform and Control Act of 1986. Eligibility for all new hires to work in the United States is confirmed through E-Verify prior to hire. AtWork's approach to meeting the contingent hiring needs of the City is as follows:

**Needs assessment:** Client needs discovery is an integral part of effectively onboarding an account and sets the foundation for a smooth account implementation and productive account life. When each party has a clear understanding of roles and expectations, our experience shows this to be of immense benefit.

Upon award, AtWork shall undertake the discovery process to begin forming relationships with relevant parties. AtWork will confirm Scope of Work details, strive to understand City needs, and learn about the City's hiring rhythms, high and low seasons, special needs, project needs, and performance standards.

#### **Placing Orders - Sourcing and Recruiting Process**

When the City of Riverside submits a job order to AtWork, Branch Manager Gabriela Macedo will be City's point of contact (POC). *Orders may be submitted via email.* Gabriela shall determine the best approach to filling the order. AtWork understands speed is of the essence – but does not take shortcuts to finding the right applicant. As an independent AtWork Franchisee, our company believes in a “whatever it takes” approach to fill job orders with success and excellence. The process is carried out as follows and varies as client needs dictate.

**a. City of Riverside submits a job order.** Orders may be placed via email. Branch Manager Gabriela Macedo confirms job order details with City of Riverside's Point of Contact and obtains any additional information relevant to effectively filling the position.

**b. Begin the search:** Gabriela will start with her office's “tickler” file, a curated list of exemplary applicants who we know make great candidates. Gabriela will then search AtWork's proprietary database which contains thousands of applicants' information. She will also search for candidates and review resumes through the best suited platforms including but not limited to Monster, Indeed, Glass Door, CareerBuilder, Zip Recruiter, Craigslist, Google Jobs, CalJobs and more.

**c. Advertising:** In coordination with search activities, an appropriately calibrated marketing and advertising recruiting campaign is activated. Depending on the position type, various channels, organic and paid, will be utilized to attract candidates to apply. AtWork utilizes advanced recruiting software form ApplicantStack, which lets AtWork recruiters simultaneously post ads to dozens of job boards including the nationwide AtWork Job Board, Google for Jobs, Indeed, CareerBuilder, Glassdoor, LinkedIn, Monster, and more. Craigslist is also utilized as needed. Job postings may also be routed to AtWork SoCal's branches' Facebook and Twitter accounts. As needed, AtWork will also run paid, targeted campaigns on Facebook and Craigslist.



Since AtWorkSoCal has an established web presence and follows standardized posting procedures, our ads are picked up or “scraped” by hundreds of smaller job boards. Our goal is to fill City of Riverside orders quickly and efficiently. Over the years we have learned what platforms work well and which don’t, for specific job types, in specific job markets.

**d. Candidate recruiting, vetting, and onboarding:** Gabriela will contact possible candidates, usually by telephone and / or video conference call, and conduct a preliminary interview to determine level of interest, confirm qualifications, and move the candidate forward in the application process. Gabriela will verify professional references and employment history at this point and address any gaps or inconsistencies in the resume. She will also determine if the candidate has any family relationship with any City of Riverside employee or official and obtain approval before proceeding with the candidate if that is the case.

If the candidate is greenlighted as a good possibility and professional references check out, they are sent an electronic onboarding email in which they are provided access to everything they will need for onboarding. The candidate is electronically provided AtWork’s onboarding documentation for review and e-signature. The candidate is sent an email containing a link to their own candidate portal. Once in the portal, the candidate is provided a list of tasks which include completion of various required documents, including an authorization for a background check and/or drug test, Form-I9, Employee Handbook, and various required documents. The candidate is also provided a safety video and test, and the opportunity to enroll or decline AtWork healthcare options.

Candidates may return to the portal as needed to complete their digital paperwork or upload required documentation such as Identification and proof of eligibility to work in the United States. Once the candidate completes their assigned tasks, Gabriela is notified by the ApplicantStack system. AtWork will verify eligibility to work in the United States and submit the background check to our sister company AtBackgrounds for processing in compliance with City of Riverside pre-employment screening standards. When results come back, usually within 24 hours, the candidate is officially an AtWork employee. Naturally, some background checks can take longer depending on exact components requested by client. For drivers, AtWork shall ensure candidates pass a five (5) year California DMV check and possess the requisite insurance, or apply specific requirements provided by the City.

**Safety Training, Anti-harassment Training:** Safety Training is provided to candidates specific to Clerical or Industrial occupations. Candidates must watch a safety video corresponding to the nature of their assignment and take a test to demonstrate basic safety in the workplace competence. A score of 70% or better is required to pass. Test results are routed directly to candidate’s recruiter.

During orientation, candidates are provided, in writing, with the information they will need to arrive at the right place, at the right time, in the proper attire and ready for work. Any specific orientation items the City would like AtWork to cover can be accommodated.

Candidates have direct access to their recruiter for any questions or concerns they may have and may also reach a representative 24-7 through our on-call after hours support line. After hours support is performed by an actual staffer, not a third-party message service.

AtWork complies with California anti-harassment training requirements by providing employees the required one-hour Sexual Harassment Prevention training for staff and the required two-hour training for supervisory employees before their 100 hours of service. This training is delivered and tracked through [www.kantola.com](http://www.kantola.com), a leading nationwide provider of on-demand training.

**Skills and Aptitude testing:** AtWork utilizes E-Skill, the leader in on-demand skills testing. Testing details depend on client requirements and position type and may be customized. Test results are provided to the City along with resumes when a candidate is submitted to City for consideration.

**e. Candidate Submitted to City of Riverside:** Gabriela will then submit qualified candidate resumes to the City and coordinate any further interviews as required. If no further interviews are required, Gabriela will provide the employee the necessary information to report on time, in proper attire and at the location specified by City of Riverside, ready to work. This includes any specific orientation or instructions required by the City.

**f. Ending Assignments:** When a client wishes to end an employee's assignment the following procedures are followed, and vary depending on exact circumstances and urgency level. An AtWork On-Call representative is available 24-7 for urgent requests or matters such as ending employee assignment.

1. Client communicates end of assignment with AtWork via [riverside@atwork.com](mailto:riverside@atwork.com) email or directly with point of contact. AtWork gathers details and records them.
2. AtWork immediately communicates end of assignment with employee, and generally instructs employee not to return to worksite (most clients prefer this).
3. If necessary, and for client convenience, AtWork point of contact picks up employee's personal effects.
4. If the employee can be placed elsewhere, AtWork strives to do so in a timely manner.
5. If the employee cannot be placed elsewhere, the employee is placed on Do Not Use list and provided a final paycheck in accordance with state and federal requirements.

**Timekeeping – Electronic Timecards:** AtWork offers the convenience of fully digital timecards and electronic timecard processing. Employees go to [www.atworktimecards.com](http://www.atworktimecards.com) to enter worked times and submit for supervisor approval. Supervisors then approve the hours and submit to AtWork for payroll.

Manual timecards are also available as needed for situations when using an electronic timecard process is not feasible, but the majority of clients/employees utilize electronic timecards.

For volume clients, AtWork offers Electronic Timekeeping options through Bullhorn Time and Attendance or Timerack. Devices normally consist of I-Pads installed at client site(s) with full cell internet connectivity built in so the clocks do not need to access the internet through client Wi-Fi networks.

**Addressing the Challenges of Hiring Post COVID-19 through technology:** COVID-19 undoubtedly changed hiring practices, with in-person contact with multiple people presenting significant risk until recently. By design, AtWork's systems support a fully electronic recruitment process from initial application to placement at client location. Through our ApplicantStack application and onboarding process, there is no need for applicants to make an in-person visit to our offices. Because our systems support complete remote work functionality, AtWork minimizes the risk of any contagion through the implementation of remote work protocols, as necessary. If an in-person visit is required, AtWork takes common-sense precautions in line with current CDC recommendations.

**Orientation for Assigned Employees:** Prior to start, assigned employees are provided the necessary information required during orientation and are provided assignment details in writing through a detailed placement notification document provided to them. Safety Training is provided to candidates specific to Clerical or Industrial occupations. Candidates must watch a safety video corresponding to the nature of their assignment and take a test to demonstrate basic safety in the workplace competence. A score of 70% or better is required to pass. Test results are routed directly to the candidate's recruiter.



**Quality Control – Day 1:** AtWork’s Quality Assurance process includes a first-day Attendance Call to the City to make sure the employee arrived prepared and on time. At the end of the first day, a Quality Call is placed to the City to gauge and confirm impression of the employee’s initial fit to the position and organizational standards.

**Quality Control – Week 1:** After one week, another Quality Call is placed to the City to assess the employee’s job performance, attendance and fit. If any issues are identified, AtWork will address them promptly. A call is also placed to the employee to assess their satisfaction with the position and manage any questions or concerns they may have.

Operations and HR Director Judy Contreras, SHRM-CP will monitor / audit account performance and ensure service standards are met. AtWork maintains open lines of communication. Our policy is to use our many years of staffing experience to anticipate possible issues. When issues are detected, they are addressed quickly and decisively by AtWork management.

**Audits:** As part of our Quality Assurance Program, AtWork management conducts monthly Quality Assurance audits of employee records to ensure compliance with State and Federal worker requirements.

**Problem Resolution:** AtWork maintains open lines of communication with clients and employees, responding to concerns and issues in a timely manner. It is AtWork’s policy to address issues promptly, fairly and professionally. If the City identifies an issue and notifies AtWork, we will quickly deal with and resolve the issue. Issue resolution can take many forms including Employee Coaching and Counseling, Site Visits, Site Inspections and Incident Report Preparation. AtWork will manage any problems utilizing the most efficient method for the situation and keep the City fully informed.

**Advance notification of Hours Limits for Assigned Employees:** AtWork tracks employee hours and timely notifies clients operating under total hours restrictions for temporary employees. This usually happens because of collective bargaining agreements or unique funding source policies (federal and state government grants, etc.). AtWork will notify the City in advance (how much in advance is up to the City) when an employee reaches an hours’ limit, or is about to, depending on City policy.

**Urgent and After Hours Requests:** AtWork strives to answer with live help during business hours. If it is necessary for a client to leave a message via telephone or email during business hours, clients can expect a call back or acknowledgement within 30 minutes or less. For after-hours needs, AtWork maintains a 24-7 after-hours line that reaches an On-Call AtWork branch associate. The on-call associate will respond within an hour if a message is left, as appropriate to the situation.

As with all service requests, AtWork will analyze the nature of the request and provide the City a realistic timeline for deliverables. The City can be confident the AtWork on-call associate will respond appropriately to any afterhours request.

**Invoices:** Please see Addenda for a Sample Invoice. Invoices are generated weekly via email for most clients. Monthly billing is available if the City prefers that. Regardless of invoice frequency, Terms are Net 30 for the City.

**Management Reports:** AtWork will provide the City with requisite reports per below specifications from the Scope of Services. Our systems offer robust reporting capabilities, providing City management with crucial information needed to effectively monitor account activity and meet City needs. **Please see Addenda for a Sample Monthly/On Demand Report.**

1. Monthly / On request Summary Report will include:
  - a. Name of employee

- b. City department
- c. City supervisor
- d. Start/Hire Date in current position
- e. Total hours worked from start date in current position
- f. Regular hours worked
- g. Overtime hours worked
- h. Wages Paid

### **C. Company Information**

**1. Full Legal Name:** G&M Hire Enterprises, LLC dba AtWork Personnel Services.

**City of Riverside Business License #1255770**

AtWork is a full-service staffing services provider with a focus on Clerical, light industrial and professional placements. Our services include temporary, temp-to-hire, direct hire career placement, and payroll accommodation. AtWork also provides comprehensive employment screening services through our sister company, AtBackgrounds. Our clients include small to large employers in both the private and public sectors, including municipalities, tribal government, and quasi-governmental organizations.

#### **2. Company history, experience, years in business, revenues**

G&M Hire Enterprises, LLC management has, on average, more than 25 years' experience successfully providing contingent staffing services to employers of all types, including municipalities, in Southern California. Founded in 2015, the company has been in business for 8 years, during which time it has consistently outperformed all other AtWork franchises nationwide. It is a profitable, debt-free Riverside County-based small business, ranked #1 in revenues and growth out of more than 100 nationwide franchised AtWork locations.

Our franchisor, the AtWork Group, was founded in 1984 by Staffing Industry pioneer John Hall, and is led by President and COO Jason Leverant, an American Staffing Association award-winning leader and sought after speaker in the contingent staffing industry. We are also known as AtWork SoCal.

The AtWork Group is an award-winning provider of Employment services with more than \$200 Million in annual revenues, over 100 branches across the United States, and an annual growth rate of 19% (compared to industry average of 3%). AtWork's franchisees consist of local owner-operators selected by the AtWork Group for excellence in business, financial stability, and a track record of success.

The AtWork Temecula office has been based in Riverside County since April 2015. The AtWork Riverside Office has been operational since June 2019. AtWork Temecula is our main Office. The majority of our employees and owners reside in Riverside County.

The AtWork Office in the City of Riverside currently has three full time staff members, a third Senior Staff member that splits her time between Temecula and Riverside Offices, a Director of Operations and HR who oversees overall branch operations and splits her time between our four locations as needed, and a Director of Marketing and IT who supports Riverside office Marketing, technology, and outreach needs. As our clients' needs grow, additional staff members will be brought onboard. At current staffing levels, AtWork Riverside can absorb an increase in order volume of well over 50%.

AtWork Riverside is in the process of expanding into larger office space to accommodate client growth and additional staff to support that growth. The move to an upgraded, much larger office space in Riverside is expected by October of this year.

**# of Employees:** 30 internal, 1,000+ temporary and temp-to-hire associates on payroll



**EXHIBIT “B”**  
**COMPENSATION**

## G. Pricing

Exhibit D - Rates and Markup Sheet

Category of Position	Position Title	Base Range (high and low \$ per hour)		Markup (%) Not to Exceed 40% Cap
Admin/Clerical	Office Specialist	\$ 17.00	to \$ 20.00	39 %
Admin/Clerical	Senior Office Specialist	\$ 20.00	to \$ 24.00	39 %
Admin/Clerical	Legal Secretary	\$ 24.00	to \$ 28.00	39 %
Admin/Clerical	Administrative Assistant	\$ 22.00	to \$ 26.00	39 %
Admin/Clerical	Paralegal	\$ 25.00	to \$ 40.00	39 %
Finance	Reveue Representative	\$ 20.00	to \$ 24.00	39 %
Finance	Account Clerk II	\$ 20.00	to \$ 24.00	39 %
Finance	Accountant	\$ 30.00	to \$ 38.00	39 %
Finance	Accounting Tech	\$ 26.00	to \$ 29.00	39 %
Finance	Sr. Accounting Tech	\$ 30.00	to \$ 33.00	39 %
Finance	Business Tax Rep	\$ 17.00	to \$ 20.00	39 %
Finance	Customer Service Rep	\$ 17.00	to \$ 20.00	39 %
Labor/Field/Skilled	General Service Worker	\$ 16.00	to \$ 19.00	** %
Labor/Field/Skilled	Outreach Worker	\$ 18.00	to \$ 21.00	** %
Labor/Field/Skilled	Custodian	\$ 17.00	to \$ 20.00	** %
Labor/Field/Skilled	Mechanic	\$ 26.00	to \$ 30.00	** %
Para-Professional	Project Assistant	\$ 28.00	to \$ 35.00	39 %
Para-Professional	Worker's Compensation Assistant	\$ 20.00	to \$ 24.00	39 %
Professional	Administrative Analyst	\$ 31.00	to \$ 38.00	39 %
Professional	Claims Examiner	\$ 28.00	to \$ 32.00	39 %
Professional	GIS Analyst	\$ 35.00	to \$ 40.00	39 %
Professional	Innovation & Technology Analyst	\$ 31.00	to \$ 36.00	39 %
Professional	Project Manager	\$ 36.00	to \$ 40.00	39 %
Technical	Technical Writer	\$ 25.00	to \$ 30.00	39 %
Technical	Database Developer	\$ 25.00	to \$ 30.00	39 %
Technical	Video Technician	\$ 20.00	to \$ 25.00	39 %
Technical	Graphics Technician	\$ 20.00	to \$ 25.00	39 %



### G. Pricing (continued)

Technical	Innovation & Technology Technician	\$ 25.00	to \$ 30.00	39 %
Technical	Engineering Aide	\$ 23.00	to \$ 27.00	39 %
Technical	Engineering Technician	\$ 34.00	to \$ 37.00	39 %
Technical	Planning Technician	\$ 34.00	to \$ 37.00	39 %
Technical	Associate Planner	\$ 34.00	to \$ 39.00	39 %
Technical	Assistant Planner	\$ 29.00	to \$ 34.00	39 %

\* Markup rates covers all costs, including a 4% ACA/California Paid Sick Leave pass-through fee.

\*\* We are unable to quote Light Industrial / General Labor occupations at or below the 40% Markup cap. AtWork's Markup for these types of occupations would be 59%.

### **Conversion Fees**

While the City mentioned there is no plan for temp-to-hire, the Q&A mentioned a small percentage of temps have been hired directly by the city. Conversion fees are provided below for the City's convenience should that be the case with one of our Assigned Employees. As soon as an Assigned Employee reaches 520 hours of service, they are eligible to be hired directly by the City of Riverside with a conversion fee of \$0. If the city wishes to convert an employee directly into its payroll, the City notifies AtWork of desired conversion date, AtWork acknowledges the conversion request and processes employee's final AtWork paycheck on the predetermined date. Please see conversion fee matrix below.

Hours of Service Performed by Temporary Employee	Conversion Fee Based on Annual Salary
0 - 160 hours	15 %
161 - 320 hours	12 %
321 - 520 hours	10 %
521+ hours	No Conversion Fee

AtWork fees are in line with industry standards for the level of service provided. Pricing quoted to the City has been discounted, including reducing the standard 720 hour conversion to 520 hours and eliminating AtWork's \$1,000 standard conversion fee after conversion hours have been met.

When considering the reasonableness of AtWork's fees, the full breadth of services should be considered for a true apples and apples comparison. AtWork handles all payroll taxes, Workers Comp, ACA and California Paid sick leave. AtWork is also the Employer of Record, processes payroll and offers full recruiting services. AtWork's candidate vetting process includes reference checks, background checks, and skills testing. AtWork also offers health insurance options and a 401 (k) plan to temporary employees.



## **EXHIBIT “C”**

### **KEY PERSONNEL**

Gregg Hassler, CEO

Moses Rangel, CFO

Charlie Hoey, Director of Marketing and IT

Judy Contreras, Director of Operations & HR

Gabriela Macedo, Branch Manager, Riverside Office

Jazmun Rivera, Recruiter, Riverside Office

Dolores Valencia, Recruiter, Riverside Office

Shannon Lunn, Senior Account Manager