

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

STAFFMARK INVESTMENT LLC

Temporary Agency Employee Services (RFP No. 2277)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this 17th day of July, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and STAFFMARK INVESTMENT LLC, a Delaware limited liability company authorized to do business in California (“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”). The Services generally include the provision and placement of assigned personnel by Consultant to the City on a temporary basis, along with the administrative services of Consultant required to maintain the assigned personnel as Consultant’s employees. “Work” means the work or services to be performed by assigned personnel for the City on a temporary basis pursuant to an assignment.

2. **Term.** This Agreement shall be effective from July 1, 2024, through June 30, 2027, but may be extended for 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

Staffmark Investment
Attn: Melissa Kaufman, Market Manager
191 Rosa Parks Street
10th Floor
Cincinnati, OH 45202

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 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 Work 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. **[RESERVED.]**

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants for its staffing needs.

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 providing Consultant with thirty (30) days' notice 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, 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

STAFFMARK INVESTMENT LLC,
a Delaware limited liability company authorized to
do business in California

By: _____
City Manager

By: Melissa Kaufman
Print Name: MELISSA KAUFMAN
Title: MARKET MANAGER

Attest: _____
City Clerk

and
By: [Signature]
Print Name: Julia Mollenauer-Brown
Title: Regional Vice President

Certified as to Availability of Funds:
By: [Signature]
Chief Financial Officer

Approved as to Form:
By: [Signature]
Senior Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

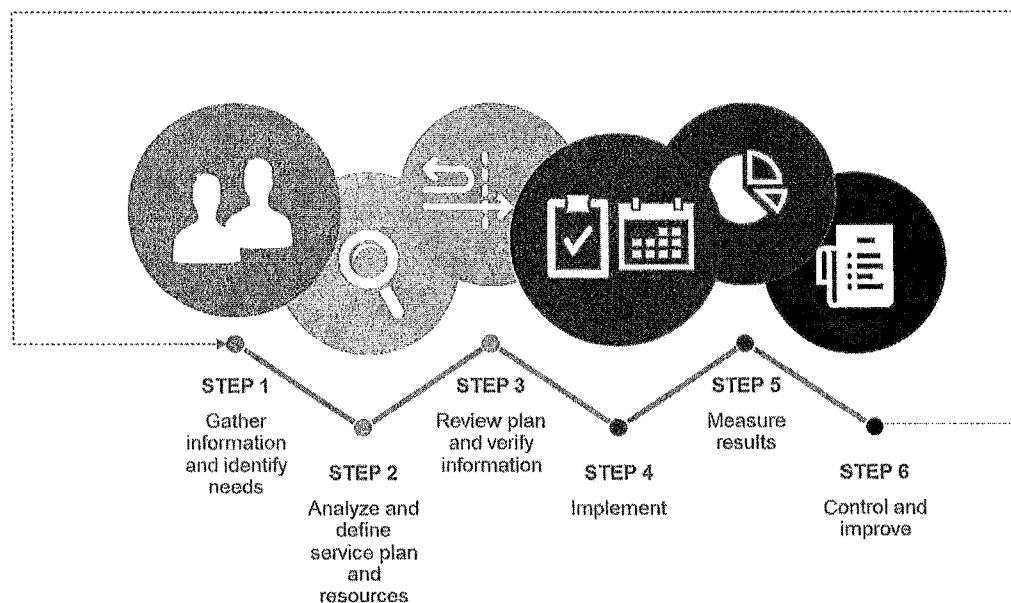
Statement of Understanding and Approach

Service and Solution Strategy

Our methodology for understanding, implementing, and managing staffing solutions for our clients is encapsulated in our Service & Solution Strategy. We take pride in offering a distinct solution tailored to your specific requirements, with the aim of aligning our solutions with your operational goals. This strategy serves as our roadmap to guide us towards achieving this alignment. The creation of a staffing solution involves three distinct phases, which we continually repeat throughout our relationship to ensure the highest level of service:

- **Design Phase:** In this phase, we strive to gain a comprehensive understanding of your staffing needs. We conduct a Site Assessment for each location we will serve, which includes job shadowing, interviewing employees involved in both performing and supervising the jobs, benchmarking, and discussing site-specific challenges. This process allows us to thoroughly review the unique requirements of each site and department. Based on the assessment results, we finalize expectations and priorities while designing a detailed service and implementation plan.
- **Implementation Phase:** During this phase, we harness the full range of our resources. Our experienced and well-connected service team, staffing expertise, and extensive market knowledge come together to provide the support necessary for the success of your business. We employ our Precision Hiring Process to assess and match candidates to each client position, ensuring the right fit for your organization.
- **Administer Phase:** In this phase, our focus shifts to employee engagement and retention, recognizing that retaining skilled employees is just as crucial as hiring them. We actively measure and report on our performance, holding regular Partnership Review meetings to discuss achievements and challenges. Together with you, we create continuous improvement goals to foster ongoing development and success.

The Service & Solution Strategy we develop throughout this process is instrumental in driving our long-term partnerships' success. Communication and accountability are fundamental aspects we prioritize throughout the entire journey. By leveraging our strategy, we not only provide services meeting your current needs but also adapt and evolve our offerings to align with the City's changing staffing requirements.



Staffmark Group

Advantage
Resourcing

Advantage
Technical

Advantage
APO

digitalpeople

HUNTER
HAMILTON

PRO STAFF

Staffmark

Branch Service – Local Account Management Solution

After formulating an appropriate staffing solution, our focus shifts towards deploying internal employees who are well-suited to manage the program. Working closely with the City, our staff collaborates to identify staffing requirements, establish objectives, and implement a comprehensive plan to achieve the desired outcomes. We will remain attentive to the City's evolving needs, ensuring optimal performance and unwavering quality. Our aim is to contribute to the City's long-term success.

When forging a new partnership, we commence with an open discussion that allows us to pinpoint key performance indicators, highlighting the aspects of our service that hold the greatest significance for the City. With this understanding, we tailor our processes, recruitment strategies, and reporting structure to align with the unique needs of the City. Consequently, we incorporate a thorough, client-specific screening process to ensure a precise and timely placement of candidates. Throughout this entire process, the Recruiting Manager's utmost priority is to foster and sustain dedicated, prosperous, and professional partnerships with the City.

Talent Attraction

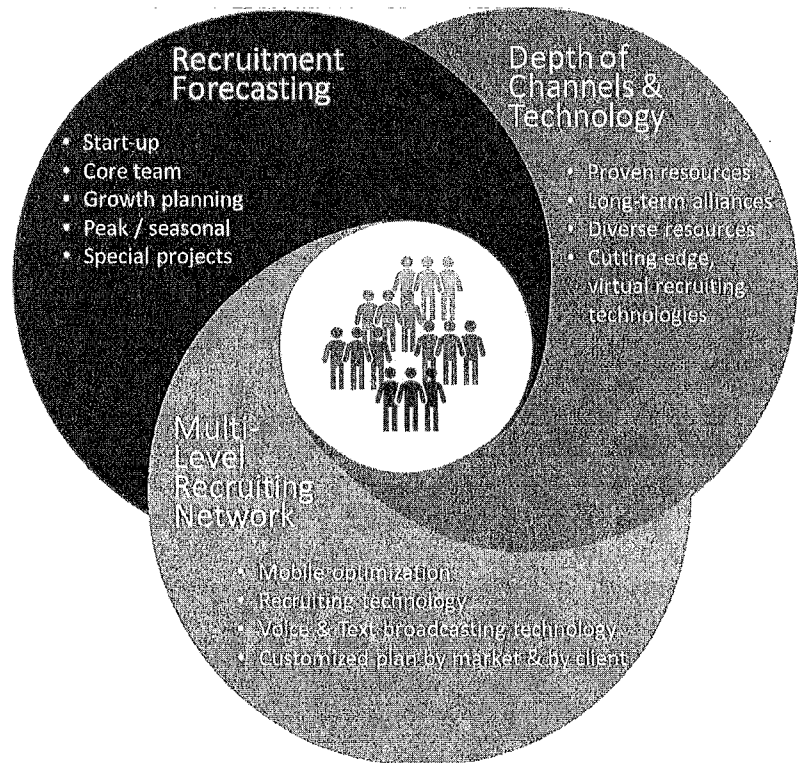
Continuous recruitment is vital for our sustained success. We maintain a proactive recruitment approach that goes beyond fulfilling our clients' immediate needs, as not every applicant we encounter is ultimately hired. Maintaining a steady flow of qualified applicants is crucial, necessitating ongoing and strategic recruiting strategies to ensure a robust talent pool.

Our talent acquisition approach is characterized by creativity and proactivity. We employ a targeted strategy that involves analyzing market demographics, identifying hiring competition, and crafting recruiting materials that attract candidates with desired work characteristics.

To execute this approach, we adopt an assertive mindset with clearly defined applicant goals. We tap into a wide range of creative sources, including online platforms, community networks, job fairs, referrals, and other locally effective avenues.

Our recruiting efforts are proactive, driven by accurate forecasting of actual hiring needs and established hiring ratios. By leveraging attrition data and graduation rates, we can effectively predict future recruitment requirements.

Proactive recruiting plans are developed based on anticipated needs of our clients. These customized plans utilize a combination of available resources and are designed to target specific skill sets. Our arsenal includes a library of



Staffmark Group

Advantage
Resourcing

Advantage
Technical

Advantage
APO

digitalpeople

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Staffmark

customizable recruiting tools, a vast candidate pool within our network of branches, and recruiting strategies tailored to meet the unique requirements of each client.

We use a multitude of recruiting channels, specific to each market and each client, such as:

Social Networking Sites	Television	Community & Professional Organizations
Job Fairs	Employment Guides	Community Events
Internet	Colleges & Universities	Direct Mail
Rapid Communication	Client and Employee Referrals	Technical and Trade Schools
Technology	Employment Offices	Business Expos
Local Publications	Flyers	Virtual Recruiting Model
Radio		

Forecasting and Tracking of Results

Our team's success and responsiveness are ensured through effective forecasting and diligent tracking of daily results. This valuable information serves multiple purposes:

- **Determining Total Applicants Needed:** By going beyond the immediate order requirements, we can recruit a surplus of applicants to maintain a robust talent pool.
- **Evaluating Recruiting Effectiveness:** We assess the effectiveness of our recruiting efforts by analyzing data and metrics, allowing us to make necessary adjustments and improvements.
- **Setting Daily Targets:** Utilizing the insights from forecasting and tracking, we establish daily targets for our teams, ensuring a proactive and goal-oriented approach.
- **Building Candidate Pool:** The gathered information helps us build and nurture a diverse candidate pool, which contributes to a continuous supply of qualified employees.

We have learned that proactive recruitment necessitates ongoing forecasting of headcount requirements. To achieve success, we don't solely rely on incoming orders but also factor in hiring trends, peak periods, and turnover history. Our comprehensive approach includes analyzing various data sets to anticipate future needs and reviewing applicant-to-hire ratios. Additionally, we conduct scheduled orientations to onboard and maintain a continuous pool of qualified employees.

Talent Recruitment Process

Through our experience, we have recognized the significance of adopting a systematic approach to achieve success in our recruitment endeavors. The following methods are diligently employed to ensure effective recruiting and achieve high fill rate performance.

- **Recruiting Demographics & Market Research:** Used to get an understanding of the market conditions, hiring competition, wages, and recruiting radius.
- **Forecast the Candidate Flow Needed:** Using historical data – determine the number of candidates required; short- and long-term targets set to help us quickly identify if recruiting sources are performing as needed.
- **Alignment of Resources:** Based on the volume – engage a combination of team members, consisting of virtual recruiters and local support, as needed.

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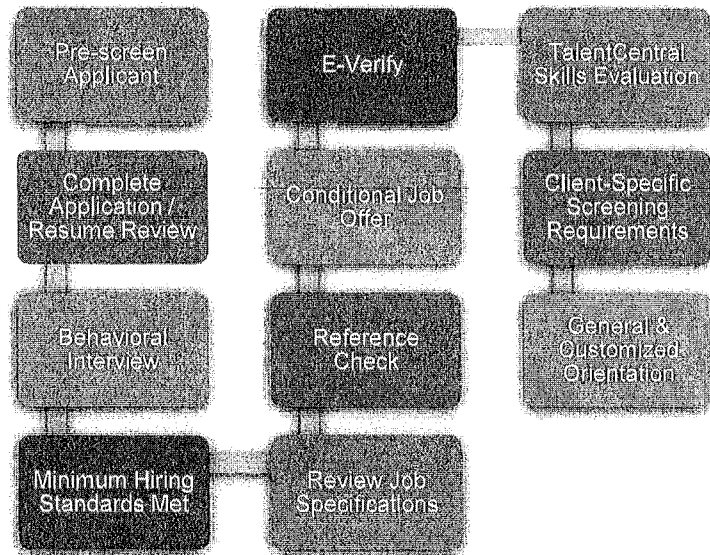
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- **Launch Recruiting Strategy:** Leverage recruiting resources and local market expertise; target passive and active candidates through networking, social media, referral strategies, job boards, and technology.
- **Measurement of Recruiting Performance and Results:** Recruiting performance is monitored; regroup with recruiting team and sources regularly; communications of status to the City; and tracking and sharing of recruiting sources including fill rate, retention/turnover rate, attendance, quality of match, and referrals.

Our Precision Hiring Process

Our Precision Hiring Process encompasses multiple steps that enable us to identify unqualified candidates while prioritizing the identification of individuals who align with client-specific needs, skills, requirements, and cultural fit.

With each successive step of the process, candidates undergo thorough screening, ensuring that only those who meet all the necessary criteria for both us and our clients' progress. By the completion of the entire process, we can confidently affirm that the candidates have met all the requisite qualifications and standards, providing assurance to both us and our clients.



Our process is strategically designed to effectively screen and identify suitable candidates as they progress through each step of the hiring process. The initial stages of the process serve as a crucial point for both the candidates and us to determine if the proposed position aligns well with their skills, preferences, and aspirations. We prioritize ensuring that candidates opt-out upfront if they realize the position may not be the right fit for them. It is more important for us to match employees who not only perform well but also genuinely enjoy their roles.

In this hiring environment, we recognize that retention is of paramount importance, if not more crucial than recruiting. We understand that a strong and lasting partnership with our clients relies on the successful retention of quality employees. Therefore, our thorough screening process is geared towards supporting the long-term retention of employees, ensuring that they are well-suited for their respective positions, leading to a mutually beneficial and fulfilling work experience.

Orientation and Onboarding Process

Initial Employee Training – We allocate a significant amount of time to adequately prepare our employees for their assignments. Each employee undergoes a comprehensive orientation program that covers a wide range of essential topics. These include familiarizing them with our company's policies and procedures related to personnel matters, compensation, benefits, employee rights, general safety, and Hazcom training. Additionally, we emphasize the general responsibilities that each employee holds within our organization.

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Tailored Client Orientation – We recognize the unique nature of each work environment. Before employees commence their assignments and arrive at your facility, we ensure they are fully equipped with the knowledge they need for their first day. Our tailored client orientation program involves communicating site-specific policies, stressing the importance of attendance and timekeeping, outlining dress code requirements, clarifying assignment pay rates, providing site-specific safety reminders, and furnishing relevant information about your organization's culture.

Skills Assessments

Specific skills assessment can be vital for effective applicant screening. During our Implementation, we will evaluate the roles in scope for your business, and work together to determine what assessments may be beneficial and best suited to administer.

With our commitment to place the most qualified employees, we have invested in TalentCentral by SHL, an innovative on-line skills assessment program that dramatically expands our evaluation capabilities and allows us to review a wider scope of talent. Our program tests applicants from a basic to an expert level of proficiency and features over 800 validated skills assessments, 500 of which are software tests, and all of which are continuously updated with new releases.

While many assessment systems focus on only one dimension of applicants, such as integrity, skills, or personality, the approach utilized in TalentCentral is to measure the strengths and limitations of each applicant based on a variety of key dimensions such as personality factors, thinking ability, prior experience, skill sets, and situational judgment.

TalentCentral gives us the power to identify and select the most qualified employees to join our team of exceptional people. The system features assessments for light industrial, clerical, administrative, call center, healthcare, financial/accounting, legal, and technical job classifications, to name a few.

Talent Engagement & Retention

Our commitment to continuous improvement drives us to focus on four key pillars of employee engagement and retention: attraction, engagement, performance, and completion.

- **Attraction:** We prioritize effective recruiting, onboarding, and training processes to attract top talent.
- **Engagement:** We establish checkpoints for both Staffmark Group and our clients to engage with employees during their first day and first week on the assignment.
- **Performance:** We provide performance feedback and recognition, ensuring visibility and acknowledgment for outstanding work.
- **Completion & Reassignment:** We create positive off-boarding experiences and offer opportunities for reassignment to foster a sense of continuity.

We recognize that employee engagement is vital for recruiting and retaining qualified individuals. To simplify and streamline the application, hiring, and placement processes, we invest in tools and technology. These include web-based online applications, an employee information portal offering 24/7 access for HR requests and personal employee files, pre-screening and interview technology, and mobile applications for smartphones that provide work opportunities and allow employees to communicate their availability. To meet our employees where they are, we utilize texting applications and establish social media connections.

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Respect for our employees working at our clients' facilities is paramount. We regularly organize events at branch and on-site locations to personally express our gratitude for their contributions to both our company and our clients' organizations. Additionally, we hold contests and present awards to highlight exceptional performance. Each year, our branch offices select an Employee of the Year in conjunction with the American Staffing Association's national Staffing Employee Week. Throughout the year, we conduct contests to promote quality performance, safety awareness, and regular attendance.

We collaborate with our employees to understand their job and career goals. From the screening and hiring process to orientation, we emphasize their integral role within our team and our clients' teams. By demonstrating the value they bring to the Staffmark Group, we foster higher rates of retention and performance.

Utilization of Technology – Talent Recruitment, Engagement, and Retention

Our unwavering objective is to continually invest in technology and processes that position us as the preferred employer. To attract and retain exceptional employees for our clients, we have a diverse range of technologies that span the entire recruiting, hiring, onboarding, and employment lifecycle. These cutting-edge tools significantly enhance the efficiency, swiftness, skills evaluation, and effectiveness of communication throughout the entire process.

The technology available to help align people and companies is changing the way the world hires. From apps that make information accessible 24/7 to rapid communication tools, or even artificial intelligence to provide support - the possibilities new technology provides is limitless. Every company uses technology differently. At Staffmark Group, we are incorporating technology into the time-tested processes that are the core of the services upon which our clients rely. Attracting talent means being seen. There are many ways we ensure job seekers see our opportunities. Through integrating our front office system, Erecruit, with the vast platforms we use, such as our company branded websites, our talent intranet (the Employee Workplace), and our job board partners, we can post all these opportunities simultaneously and collect applications directly back into Erecruit. This makes Erecruit our most valuable piece of technology, as all client, job, applicant, and employee data are stored in this system.

When job seekers visit our website, they are greeted by a conversational AI bot that asks a series of questions to help job seekers find the right job opportunity for them. This technology also schedules the candidate's interview for our recruiters. Over 50% of candidates schedule their interview within 27 minutes of initial engagement.

To connect and meet candidates where they are, the Staffmark Group WorkNOW app provides our candidates with the power to search, apply, and accept jobs while on the go. We're changing the way that employees receive and accept job offers, leading to faster time to fill and higher show-up ratios. It's like an Uber-type app for Staffing!

Moving through the hiring process can take time, to maintain engagement, we utilize many automated communication tools throughout the Staffmark Group experience. Our teams have access to Call-Em-All for automated dialing; TextUs for text messaging; and Constant Contact for mass email communications. And our use of Sense allows us to create and send highly customized and purposeful communication to our talent pool throughout the process. And what we're doing works! Our click through rate is twice the industry average.

Through our Voice Advantage tool, we can conduct virtual interviews. We can also send pre-interview screening questions that allow candidates to respond via video or audio recordings at their convenience 24/7. Over 44% of candidates choose to complete their interview after hours, keeping the recruiting process moving. There is no getting around the paperwork associated with hiring an employee. However, through our Employment Center

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(Equifax) candidates can complete and sign all documents electronically and remotely. Recruiters can follow the candidates progress to ensure timely completion and speed to hire.

Once employees are chosen for a specific assignment, any client-specific onboarding documents are emailed to the candidate through eStaff365. By setting this up as a requirement in Erecruit, we ensure employees are only placed once they've completed the necessary paperwork. But our job does not end once the employee is on assignment. Staying engaged with employees and retaining the best are critical to our success. We utilize technology to maximize each touchpoint, making each interaction meaningful and purposeful. And, through the Employee Workplace, our talent intranet, employees have access to time reporting, paystubs, W2s, company distributed messages, and can express interest in new opportunities. And one step better, our WorkNOW app allows us to share opportunities through push notifications that wake up an employee's phone and alert them to the opportunity. With the click of a button, they can accept new assignments and manage their schedule.

While technology will never replace the benefit gained from personal interaction, you can bet we will continue to be an industry leader in incorporating meaningful technology allowing us to enhance your Staffmark Group Experience.

Order Fulfillment – Ease and Speed

Staffmark Group WorkNOW is a staffing on demand solution designed to transform the traditional staffing model to become more agile and transparent for all parties. Our app creates an integrated digital marketplace of workers connected to the WorkNOW platform via their mobile devices to streamline the process of finding qualified workers and filling orders.

Staffmark Group's WorkNOW app allows our clients to create new job orders in just a few minutes directly from the convenience of their mobile device, saving them time and providing real-time updates on recruiting activity.

- Transforms the traditional Staffing model.
- Creates a more agile and transparent experience.
- Integrates a digital marketplace.
- Streamlines the hiring process.

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InView – Our Timekeeping Management System


Staffmark offers our clients the convenience of InView, our web-based labor management system. InView empowers clients to effectively manage their operations and exercise control over labor costs. This flexible labor tracking system enhances efficiency through the following features:

- **Streamlined Billing Process:** Simplifies and streamlines the billing process for smoother transactions.
- **Handling Complex Pay Rules:** Capable of handling complex pay rules, enabling improved job costing capabilities.
- **Time Tracking Automation:** Reduces time spent on manually tracking hours worked and associated costs. Improved Reporting and Invoicing Accuracy: Enhances reporting and invoicing accuracy, ensuring precise financial documentation.
- **Paper Flow Reduction:** Minimizes the reliance on paper documents, promoting a more environmentally friendly approach.
- **Real-time Cost Management:** Provides real-time reporting for effective cost management.
- **Automated Time Approval:** Automates the time approval process, saving time and improving efficiency.


InView offers efficient time and labor management solutions with several benefits, including:

- **Robust Customized Reporting:** Enables robust customized, real-time reporting capabilities to cater to specific client needs.
- **Historical Information Storage:** Stores historical information for future reference and analysis.
- **Productivity Tracking:** Allows tracking and monitoring of productivity levels.
- **Integration with Internal Operating System:** Seamlessly integrates with our internal operating system for streamlined processes.

Clients have direct access to InView, enabling them to generate customized, real-time reports at their convenience. In addition, InView contributes to cost and spend management improvements, reduces payroll errors, mitigates fraud risks, and enhances labor allocations. Being internet-based, it is easily accessible from any computer at any time.



Web-based, Timeclock, or Touchless Entry
Capture time by shift and/or department




Attendance Management
View who is in/out; monitor attendance & absences
Monitored Daily




Weekly Time Approval
Review and approve time – from anywhere




Process Payroll
Integrated with Staffmark HRIS



Visibility & Reporting
Monitor hours & OT – by company, location, dept., or shift, or other
Over 200 reports available



Individual Access – No minimum!
Entry, approval, reporting



Easy Installation

AND...



dailypay
Real time access to earned wages

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Performance Tracking and Reporting

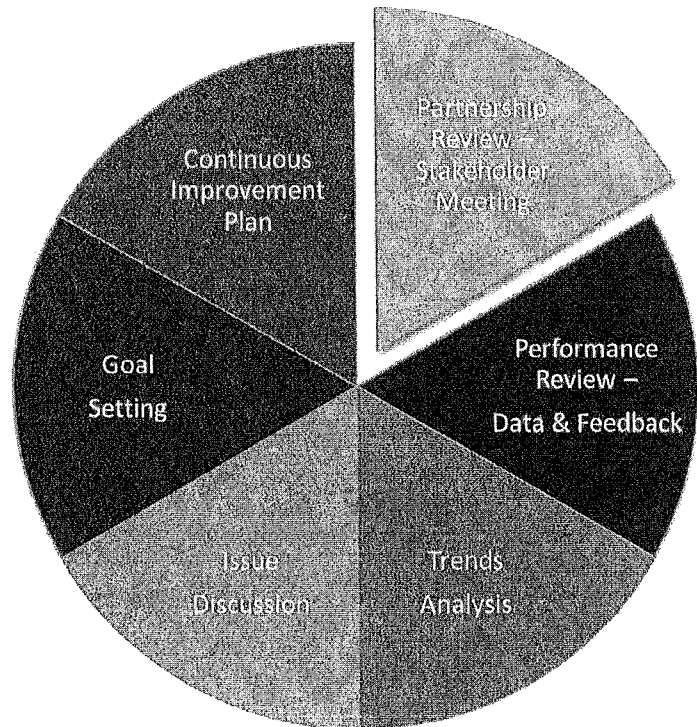
Our clients frequently express the need for reporting on key performance indicators (KPIs) to assess the success of our workforce solution. We diligently track and measure various metrics that are often requested by our clients, including retention/turnover rates, fill ratio, attendance/hours, safety/injuries, employee quality reviews, satisfaction survey results, and exit interview feedback. Additionally, we are capable of monitoring other specific items based on our clients' requirements.

Throughout the recruiting and order fulfillment process, our internal database diligently collects and documents staffing activities and performance metrics. This includes recording details such as recruiting activities, time-to-fill positions, and specific assignment start and end dates and times. Furthermore, we capture valuable information from employee and client surveys, as well as through calls and meetings, ensuring comprehensive data coverage. We provide this data to our clients as frequently as mutually determined appropriate. Ideally, we engage in thorough analysis and review of the data during regularly scheduled Business Reviews, involving key members from both our team and the client's organization.

Our objective in delivering performance statistics and engaging in discussions with our clients is to establish a robust foundation of communication. We firmly believe that consistent and accurate communication fosters continuous improvement and enhances the effectiveness of our service delivery.

Partnership Review – Reviewing Service Quality

Clear expectations are established with each client during the implementation of their account. We prioritize measurement and continuous communication to ensure that service levels are consistently met. As part of this process, we conduct Business Review meetings with our client's management team to assess past performance and determine performance initiatives for the future. These scheduled reviews cover various topics, including reporting metrics (KPIs) and analysis, value-added services, overall performance, training, employee relations, and continuous improvement initiatives.



We define a strategic business partnership as a collaborative effort where we establish achievable shared goals with our clients. To effectively communicate and understand your needs, it is crucial for us to speak your language.

We value open, consistent, and ongoing communication. By actively listening and engaging with you, we can gain a comprehensive understanding of your true needs, concerns, and objectives. This allows us to consistently deliver excellent service for your company and cultivate successful long-term relationships.

Please see Appendix A for sample reports.

EXHIBIT "B"
COMPENSATION

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	37	%
Admin/Clerical	Senior Office Specialist	\$ 19.00	to \$ 23.00	37	%
Admin/Clerical	Legal Secretary	\$ 22.00	to \$ 28.00	37	%
Admin/Clerical	Administrative Assistant	\$ 23.00	to \$ 27.00	37	%
Admin/Clerical	Paralegal	\$ 24.00	to \$ 28.00	37	%
Finance					
Finance	Reveue Representative	\$ 20.00	to \$ 23.00	37	%
Finance	Account Clerk II	\$ 21.00	to \$ 23.00	37	%
Finance	Accountant	\$ 33.00	to \$ 36.00	37	%
Finance	Accounting Tech	\$ 27.00	to \$ 30.00	37	%
Finance	Sr. Accounting Tech	\$ 29.00	to \$ 32.00	37	%
Finance	Business Tax Rep	\$ 17.00	to \$ 25.00	37	%
Finance	Customer Service Rep	\$ 18.00	to \$ 22.00	37	%
Labor/Field/Skilled					
Labor/Field/Skilled	General Service Worker	\$ 18.00	to \$ 24.00	39	%
Labor/Field/Skilled	Outreach Worker	\$ 20.00	to \$ 24.00	39	%
Labor/Field/Skilled	Custodian	\$ 20.00	to \$ 24.00	39	%
Labor/Field/Skilled	Mechanic	\$ 28.00	to \$ 35.00	39	%
Para-Professional					
Para-Professional	Project Assistant	\$ 27.00	to \$ 30.00	37	%
Para-Professional	Worker's Compensation Assistant	\$ 21.00	to \$ 27.00	37	%
Professional					
Professional	Administrative Analyst	\$ 31.00	to \$ 36.00	37	%
Professional	Claims Examiner	\$ 28.00	to \$ 32.00	37	%
Professional	GIS Analyst	\$ 35.00	to \$ 40.00	37	%
Professional	Innovation & Technology Analyst	\$ 55.00	to \$ 65.00	37	%
Professional	Project Manager	\$ 35.00	to \$ 45.00	37	%
Technical					
Technical	Technical Writer	\$ 38.00	to \$ 43.00	37	%
Technical	Database Developer	\$ 65.00	to \$ 70.00	37	%
Technical	Video Technician	\$ 22.00	to \$ 25.00	37	%
Technical	Graphics Technician	\$ 21.00	to \$ 25.00	37	%

Technical	Innovation & Technology Technician	\$ 55.000	to \$ 65.00	37	%
Technical	Engineering Aide	\$ 24.00	to \$ 27.00	37	%
Technical	Engineering Technician	\$ 34.00	to \$ 39.00	37	%
Technical	Planning Technician	\$ 26.00	to \$ 30.00	37	%
Technical	Associate Planner	\$ 35.00	to \$ 40.00	37	%
Technical	Assistant Planner	\$ 29.00	to \$ 33.00	37	%

EXHIBIT "C"
KEY PERSONNEL

Company Personnel

Staffmark Group has been providing Workforce Solutions for more than 50 years. The branch supporting the City is located at 3685 Main Street, Suite 210, Riverside, CA 92506. We also have five branch locations within a 30-mile radius in the area to provide support.

At our organization, our team consists of highly skilled staff members who possess expertise in specialized niche skills. When it comes to hiring, we not only prioritize recruiting expertise but also seek individuals who specialize in industry-specific recruiting disciplines. We understand that to provide exceptional service to our clients, we need team members who possess extensive knowledge of the specific positions and industries they support. Our Service Team boasts an impressive tenure, strong connections within the community, and comprehensive industry training.

We take pride in our market strength and extensive network of recruiting resources. Moreover, we have a wealth of support available, including branch assistance, virtual recruiting capabilities, and regional as well as national support. These resources provide us with the necessary depth to meet the diverse needs of our clients.

At our organization, we prioritize the continuous development of our internal team through a diverse range of training programs. These programs cover a wide variety of topics, including compliance, skill development, and sales training. We understand that individuals have different learning styles and needs, so we offer training in various accessible formats, such as on-the-job training, coach-based training, e-learning, web-facilitated training, and classroom instruction. To ensure a smooth learning journey, each position is accompanied by a learner path that outlines the required courses and mentoring steps to be taken during the initial 60 to 90 days. This comprehensive approach allows our employees to acquire valuable knowledge and skills while enhancing their learning, retention, and practical application. Furthermore, we prioritize the ongoing development of our staff members by implementing refresher courses throughout their tenure. To monitor compliance with these courses, we generate quarterly reports that are distributed to management, ensuring that our employees stay up to date with the latest information and skills.

Externally, we have established a partnership with the American Staffing Association to ensure that our Branch and On-Site Managers, as well as our Regional and Executive Leadership teams, meet the high standards set by the association. Through the Certified Staffing Professional (CSP) certification offered by the American Staffing Association, our employees undergo rigorous training focused on employment and labor law at both the federal and state levels. This certification serves as an essential credential, demonstrating our employees' expertise in working with both employees and clients while adhering to federal and state laws and regulations.

Our internal bandwidth is scalable, ever-changing, and evolving with client needs. Our business model allows for continuous growth within our current clients and with new clients that we obtain. For example, our infrastructure includes supporting resources that can be "turned off and on" based on specific client needs – resources such as our Virtual Recruiting team and additional support branches within each geography. Such resources enable us to work with our clients, regardless of size and growth plans, to understand their ongoing needs as well as peaks and valleys, so that we can scale our resources to always provide the necessary bandwidth for service excellence. Additional and new business allows us to grow with the needs and execute the nimbleness that is part of our company design!

The persons that will be principally responsible for working with the City are *Milissa Kaufman, Market Manager*; and *Julia Mollenauer-Brown, Regional Vice President*.

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Julia Mollenauer-Brown, Regional Vice President

Julia joined Staffmark in 2003 as a Selling Branch Manager. Throughout her 20+ year career with Staffmark, she was promoted to District Director to her most recent position of eight years to Regional Vice President. Julia manages 17 branches and 15 on-sites in the Southern California region, comprised of more than 100 employees.

Julia is responsible for maintaining client relationships by designing, implementing, and modifying operation policies and procedures. She develops alternative resolutions to problems, determines appropriate actions, and follows up on implementations to ensure effectiveness of solutions. Julia sets performance goals and objectives, supervises, leads, trains, and develops staff.

Julia received a Bachelor of Science in Business/ Human Resource Management from WGU and received the designation of Certified Staffing Professional from the American Staffing Association.

Milissa Kaufman, Market Manager

Milissa has a crucial role in driving the overall success of our branch. With nearly 30 years of experience in the industry, at the same company, and a track record of multiple promotions since joining Staffmark in 1995, Milissa brings a wealth of expertise and knowledge to her position.

Milissa's primary responsibility is ensuring client satisfaction. She serves as the key liaison between our clients and our temporary employees, effectively managing any situations that arise for both parties. Milissa is dedicated to maintaining strong relationships with clients, addressing their needs promptly and effectively. Additionally, Milissa takes charge of forecasting recruitment needs and strategizing recruiting events accordingly. Her keen foresight enables us to proactively meet our clients' demands for qualified talent. Moreover, she upholds compliance standards, ensuring that all operations within her purview adhere to relevant regulations.

In her role as Market Manager, Milissa oversees two branches, namely the Riverside Branch and the Riverside Clerical/Professional Branch. She also manages two on-site locations, where she provides guidance and support to ensure smooth operations and optimal service delivery. With Milissa at the helm, our branches and on-sites thrive under her capable leadership.

Milissa received a degree in Sociology from Cal State-San Bernardino and received the designation of Certified Staffing Professional from the American Staffing Association.

Christina Wilson and Lissette Garcia, Recruiting Managers

Our Recruiting Managers are responsible for providing human resources services for customers, including, but not limited to, making decisions relating to the hiring, placement, discipline, and termination of temporary employees. They evaluate temporary employees and determine the employee who would best meet the needs for our clients, while at the same time evaluating the needs and skills of the temporary employee. They are responsible for formulating and presenting the orientation, ensuring the employee can meet the specific needs of each position for each client as well as evaluating and answering questions that arise during the orientation process. They determine the best methods to ensure the human resources needs of the customer and the employee are met.

Christina Wilson, a seasoned Recruiting Manager with a strong track record of seven years at Staffmark and an additional 10 years of industry experience. Christina was specifically chosen by Staffmark to spearhead the establishment of our Clerical/Professional placement branch in the Inland Empire, successfully piloting its

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operations. Today, she serves as the go-to person for recruitment needs across Southern California and cater to some out-of-state requirements as well.

Lisette Garcia, a Recruiting Manager who has been a valuable member of Staffmark for the past two years. Prior to joining Staffmark, she accumulated a decade of experience in the staffing industry. With her extensive background, she brings a wealth of knowledge and expertise to effectively fulfill our recruitment objectives.

Additional Support

To effectively cater to our clients with high-volume orders, fast ramp-ups, and fluctuating staffing needs, we have devised a specialized "alternative delivery model" known as our Virtual Recruiting Team. This team comprises seasoned recruiters who possess extensive expertise in full lifecycle recruiting.

Our Virtual Recruiting Team was developed with a clear objective in mind: to meet our clients' staffing needs while maintaining the integrity of our proven hiring process. This innovative approach allows us to support our clients efficiently and swiftly by complementing our established methods.

By leveraging virtual recruiting, we employ a creative solution that seamlessly integrates into our existing practices. This model enables us to address recruitment requirements effectively and promptly, ensuring that our clients receive the exceptional service they expect while adapting to their evolving demands.

Please see Appendix B for the proposed support team for the City of Riverside.

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