		Agenda Item No. 4-	
DATE SUBMITTED	10/28/2022	COUNCIL ACTION	(X )
SUBMITTED BY	ACM	PUBLIC HEARING REQUIRED ( RESOLUTION	( ) ( )
DATE ACTION REQUIRED	11/02/2022	ORDINANCE 1 <sup>ST</sup> READING (ORDINANCE 2 <sup>ND</sup> READING (	$\left( \right)$
		CITY CLERK'S INITIALS	ou —

## IMPERIAL CITY COUNCIL AGENDA ITEM

AGENI	DA ITEM										
SUBJECT: DISCUSSION/ACTION: Agreement Between the City of Imperial and MuniTemps Municipal Staffing Solutions											
1. Approval of Agreement Between the City of Imperial and MuniTemps Municipal Staffing Solutions for the Term of Six (6) Months Not to Exceed \$191,000.00.											
DEPARTMENT INVOLVED: City Manager's Office											
BACKGROUND/SUMMARY:											
On August 31, 2022, it was brought to the City Manager's outstanding unreconciled funds. It was confirmed by our at the last two fiscal years. The City conducted a search and After review, and careful consideration, it is staff's recommunicipal Staffing Solutions. The agreement will be for the staff of	auditors, that this had received several prop imendation to enter in	been a growing state oosals relating to a sito an agreement w	ate of affairs over n interim solution. ith MuniTemps								
FISCAL IMPACT: Not to Exceed \$191,000.00		ADMIN SERV INITIALS									
STAFF RECOMMENDATION: Staff recommends to approve between the City and MuniTemps to ensure continuity of operat service to the City of Imperial, and conduct fiscal review of all a operations, and provide forensic review of unreconciled account	ions, delivery of accounts, department	DEPT. INITIALS	ab								
MANAGER'S RECOMMENDATION:		CITY MANAGER's INITIALS	DAN								
MOTION:											
SECONDED: AYES: NAYES: ABSENT:	APPROVED DISAPPROVE REFERRED 1	• • •	REJECTED () DEFERRED ()								



## **Municipal Staffing Agreement**

GOVERNMENT STAFFING SERVICES, INC., dba MuniTemps, serving all municipalities from its principal offices at 14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638, MAILING ADDRESS: PO Box 718, Imperial Beach, CA 91933 ("STAFFING FIRM"), and the City of Imperial, with its principal office located at 420 S. Imperial Avenue Imperial, CA 92251 ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "AGREEMENT").

## **Preamble**

The execution of this Agreement does not, in and of itself, obligate the CITY to anything, unless and until after the CITY engages candidates or employees of STAFFING FIRM. The attached Exhibits are a part of this AGREEMENT and their purpose is explained below:

- Exhibit A (Interim): Quotes the hourly bill rate "range" for the specific temporary position(s) requested by the CITY. Exhibit A (Interim) includes the CITY's promise not to "back door hire" any candidates presented by STAFFING FIRM.
- Exhibit A (Final): Approves "exact" hourly bill rate for Assigned Employee selected by CITY. Exhibit A (Final) also includes the start date, work schedule, and expected length of assignment, which can be terminated at any time by the CITY.
- Exhibit B (Timesheet): Filled out by Assigned Employee(s) showing the hours
  worked each day during the previous two weeks, and presented for approval to the
  CITY for biweekly payroll processing and billing by STAFFING FIRM.
- 4. Exhibit C (Telecommuting Agreement): Prepared, "if applicable", for any Assigned Employees which CITY requests and approves to perform work remotely.
- 5. Exhibit D (Position Titles & Bill Rates): Lists all temporary employee positions available for hire from STAFFING FIRM and the hourly bill rate range for each.

## STAFFING FIRM's Duties and Responsibilities

- 1. STAFFING FIRM is an independent contracting firm with its own employees and will:
  - Recruit, screen, interview, and assign its own employees ("Assigned Employees") to
    perform the type of work at the hourly bill rates described in Exhibit A (Final), with
    all work performed under CITY's supervision at the locations specified on Exhibit A
    (Final);
  - Pay Assigned Employees' wages every two weeks upon receipt of Employee
     Timesheet (see Exhibit B) as signed by CITY, and provide said Assigned Employee
     with the benefits that STAFFING FIRM offers to its temporary workforce;
  - Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

## CITY's Duties and Responsibilities

- 2. CITY will:
  - a. Properly supervise Assigned Employees working remotely, or on-site at CITY offices, and be responsible for its municipal operations, systems, services, and intellectual property. Any Assigned Employees requested by the CITY to work remotely requires written approval as described in Exhibit C.



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678

- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express advance written approval; and
- Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits without the advance written approval of STAFFING FIRM.
- f. CITY shall approve Assigned Employee's biweekly timesheet by 5pm Friday for payroll and billing for hours worked during the previous two-week pay period. If Friday is a holiday, the timesheet would need to be approved on Thursday at 5pm.

## Payment Terms, Bill Rates, and Delinquent Invoice Charges

- 3. CITY authorizes its Accounts Payable staff to pay STAFFING FIRM invoices every two weeks due within 30 days when supported by an approved bi-weekly timesheet or email certification of hours worked, signed by authorized CITY staff, at the hourly bill rates set forth on the Exhibit A (Final) attached to this Agreement. STAFFING FIRM shall email invoices to CITY for services provided under this Agreement on a biweekly basis. CITY shall review and approve STAFFING FIRM timesheets as stated in 2.f above to allow Assigned Employees to be paid timely every two weeks. CITY agrees to pay a LATE FEE of 10% of the invoice amount if STAFFING FIRM'S invoice is not paid within 30 days of the date of each invoice is presented to CITY.
- 4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to other CITY Departments if so directed by the CITY, however, CITY shall NOT prevent Accounts Payable or any CITY Department to delay payment of STAFFING FIRM invoices when said invoices are supported by a signed bi-weekly timesheet or email certification of hours worked.
- 5. STAFFING FIRM may assign two classes of Employees to CITY: (1) Overtime Exempt, which are employees exempt from overtime pay, and (2) Overtime Eligible, which must be paid overtime and or double time pay, depending on the work schedule STAFFING FIRM employee is assigned to work at the CITY. The Bi-Weekly invoice for exempt employee bills all hours at a flat rate as approved in the attached Exhibit "A" (Final). The Bi-Weekly invoice for non-exempt employees is billed at an hourly rate as shown in the attached Exhibit "A" (Final). The hourly bill rate for non-exempt employees will be billed at premium bill rates only if CITY directs Assigned Employees to work "outside" the work schedule approved in advance and in writing by CITY and STAFFING FIRM, which would trigger the overtime or double time hours at the premium bill rates approved by CITY in advance in the attached Exhibit "A" (Final).

## Confidential Information

6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated organizations and their CITYs. Both parties agree to hold such information in strict confidence and not to share such information with third parties, or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's



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confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

## Cooperation

7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

## Indemnification and Limitation of Liability

- 8. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- 9. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's material breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- 10. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
- 11. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
- 12. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

### Miscellaneous

- Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective for 180 days after termination of this Agreement.
- 14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- 15. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

- 16. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supe
- 17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- 18. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 19. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
- 20. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 21. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- 22. The provisions of this Agreement shall be entered into according to the laws of the State of California.

## Term of Agreement

23. This Agreement shall remain valid until terminated by either party upon 7 days notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CITY OF IMPERIAL	GOVERNMENT STAFFING SERVICES, INC.
	John James
Signature Dennis H. Morita	Signature  John Herrera
Printed Name City Manager	Printed Name  President / CEO
Title	Title
Date	Date

# GOVERNMENT STAFFING SERVICES, INC.



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933 1-866-498-6678 w.munitemps.com

Municipal Staffing Solutions	rtions	rnone: 1-800-400-8064 • Fdx: Website: www	Website: www
Municipality:		City of Imperial	
Client Contact:	Alexis L. Brown	Assistant City Manager	
Temp Position 1: Temp Position 2:	Finance Director Accountant	John Herrera, CPA or Designee Monica Rueda	
Class of Assignment:	Exempt		
Hourly Rate (Finance Director): Hourly Rate (Accountant):	\$150 per hour \$95 per hour	30 to 40 hours per week Not to exceed 25 hours per week	
Work Schedule:	Hybrid	Accountant is 100% remote work	
Start Date:	TBD		
Expected Duration:	6 Months+	Depending on Needs of CITY.	

## PROPER SUPERVISION

CITY will properly supervise MuniTemps employee(s), whether they work at CITY's offices or remotely from home, and be responsible for its business operations, services, and intellectual property. CITY will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit MuniTemps employees to operate any vehicle (see section 2.f. of municipal staffing agreement), or mobile equipment unless approved by MuniTemps in writing.

Position duties as provided for in CITYs job description for Finance Director and Accountant. The assignment is to focus on reconciling the books back to FY 2019/2020 (or last audited), and to clean up the books for FY 2020/2021 and 2021/2022 so the City's auditors can perform their independent audit. All work is performed under the direction and supervision of the City Manager and/or his designee. JOB DESCRIPTION

# OVERTIME / DOUBLETIME BILL RATES

Unless approved in advance in writing, CITY will NOT allow MunTemps employee to work hours outside the above stated work schedule as this will trigger overtime or doubletime bill rates. The houry bill rate will be billed at 150% for any overtime hours (more than 8 hours in one day or 40 in a week) and 200% for doubletime hours (more than 12 hours in a day) worked by MuniTemps employees. CITY agrees to pay for any overtime or doubletime hours as requested and pre-approved by the CITY and verified on the signed timesheets.

# DIRECT HIRE / CONVERSION FEE OF MUNITEMPS ASSOCIATES

CITY may hire MuniTemps associate "directly" as Employee or as Independent contractor, or "indirectly" through a third party upon paying a direct hire / conversion as

(1) If MuniTemps associate has worked a "minimum of" 980 hours on this assignment at CITY (per this Exhibit A), CITY may convert the MuniTemps employee to become a permanent employee of CITY at zero buyout fee.

(2) if MuniTemps associate has worked "less than" 980 hours on this assignment at CITY (per this Exhibit A), CITY shall pay a direct hire / conversion fee equal to 18% of the annualized hourly pay rate (pay rate x 2,080) offered by CITY to MuniTemps associate.

INVOICING & TIMESHEET APPROVE	R: TCA shall provide the information below for TCA representative who will sign the bi-weekly timesi
Note: A/P is primary contact to rece	pay MuniTemps invoices when accompanied by signed timesh
Name:	
Email:	

Authorized Signature:

Date

10/12/2022 10:26 AM



## **Exhibit C MuniTemps Telecommuting Agreement**

## I. General Work Arrangement

- 1. This is an agreement between MuniTemps, MuniTemps employee **Assigned Employee(s)** ("employee"), and the City of Imperial, CA ("the City") to establish the terms and conditions for performing work at an alternate work site on a regular basis (e.g., on the same day every week, or on some routine basis) if City approves such work arrangement.
- II. This agreement begins on \_\_\_\_\_ and serves as Exhibit C to the Municipal Staffing Agreement signed by City on \_\_\_\_\_, and continues on an on-going basis until terminated by any party. This agreement may be modified or cancelled immediately within one day's written notice. The following conditions apply:
  - a. Employee's telecommuting schedule is the same as if they were working the **regular work** schedule Monday through Friday at City offices, and as mutually agreed to with Employee and City's designated supervisor.
  - b. City and City's designated supervisor will continue to be responsible for the quantity and quality of work performed by Employee, including ensuring that City records and systems and internal controls are maintained to avoid loss of data or other records.
    - c. Employee's regular telecommuting site location: 14241 E. Firestone Blvd, #400, La Mirada, CA 90638.
  - c. City and Employee agree to enter the hours worked and approve the biweekly timesheet via DocuSign by Monday at 10am following the two-week workweek for timely processing of payroll by MuniTemps.
  - d. Employee's regular telecommuting phone number is (866) 406-6864.

## III. While telecommuting, Employee will:

- a. remain accessible during the telecommute work schedule;
- b. check in with the City supervisor to discuss work assignments, issues, or questions.
- c. be available for teleconferences, scheduled on an as-needed basis by MuniTemps or the City;
- d. be available to come into the City's Offices if an urgent business need arises; and
- e. request MuniTemps approval in advance of working any overtime hours already approved by City supervisor.
- IV. Employee's duties, obligations, responsibilities, and conditions of employment with MuniTemps remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular City Office work site. The City supervisor reserves the right to assign work as necessary at either City Offices or telecommuting work site.
- V. The parties acknowledge that this agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity are not compromised by the telecommuting arrangement described herein.



## II. Safety & Equipment; Information Security

- 1. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to MuniTemps at the earliest reasonable opportunity. Employee shall take pictures of the work area at alternate work site to demonstrate the standards of safe work environment expected by MuniTemps and send these via email to <a href="Payroll@munitemps.com">Payroll@munitemps.com</a> Employee agrees to hold MuniTemps and the City harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:
  - a. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network.
  - b. Employee agrees to protect MuniTemps-owned or City-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
  - c. Employee agrees to report to MuniTemps and City supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
  - d. Employee understands that all equipment, records, and materials provided by MuniTemps shall remain the property of MuniTemps.
- 2. Employee understands and agrees that they are not authorized to use their vehicle for any City business as they are not insured for this purpose either by the City or by MuniTemps.
- 3. With reasonable notice and at a mutually agreed upon time, MuniTemps may requested updated photos of Employee's telecommute location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of MuniTemps property, and to maintain, repair, inspect, or retrieve MuniTemps property.
- 4. Employee agrees to return MuniTemps-owned or City-owned equipment, records, and materials within 10 days of termination of this agreement. Within 10 days of written notice, Employee must return company or client-owned equipment for inspection, repair, replacement, or repossession.
- 5. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

Rev. 01/26/21 Page 2 of 3



I hereby affirm by my signature that I have read this Telecommuting Agreement and understand and agree to all of its provisions.

Employee(s) TBD, MuniTemps Employee	n n p	Date	a de la compania		
City of Imperial	n. Turbigol	Date	on a secolability		
John James 1 and 1 and					
John Herrera, MuniTemps Branch Manager	n r	Date	, O &		

Please send this signed agreement to your Finance and HR Divisions for MuniTemps vendor file. The employee and the City representative should each keep a copy of this agreement for future reference.

Rev. 01/26/21



## **EXHIBIT "D"**

Position Titles & Bill Rates

Effective July 1, 2022 to June 30, 2023

<u>FINANCE</u>		ADMINISTRATION						
Director of Finance	95.00 to 150.00	Chief Executive Officer/CM/GM 150.00 to 2						
Principal Finance Analyst	95.00 to 150.00	Director of Administrative Services	95.00 to 175.00					
Controller/Deputy	85.00 to 135.00	Director of Human Resources	95.00 to 150.00					
Accounting Manager	75.00 to 125.00	Principal Administrative Analyst	95.00 to 150.00					
Senior Accountant	75.00 to 105.00	.00 IT Manager						
Financial/Budget Analyst	65.00 to 95.00	Human Resources Manager	75.00 to 125.00					
Accountant	55.00 to 95.00	Administrative Analyst	55.00 to 85.00					
Buyer	55.00 to 85.00	Human Resources Analyst	55.00 to 85.00					
Payroll Technician	45.00 to 75.00	Human Resources Technician	35.00 to 55.00					
Accounting Technician	35.00 to 55.00	Municipal Clerk / Clerk Advisor	65.00 to 115.00					
Clerical	25.00 to 45.00	Deputy City Clerk / Records Clerk	45.00 to 85.00					
		Executive Assistant	35.00 to 75.00					
		Sr. Administrative Assistant	45.00 to 65.00					
		Administrative Assistant	30.00 to 45.00					
		Clerical	25.00 to 45.00					
ENGINEERING		PUBLIC WORKS						
Director of Engineering	95.00 to 150.00	Director of Public Works	95.00 to 150.00					
City Engineer	95.00 to 150.00	Deputy Public Works Director	95.00 to 150.00					
Principal Engineer	85.00 to 105.00	Wastewater Plant Manager	75.00 to 95.00					
Senior Engineer	75.00 to 95.00	Project Manager (Public Works)	65.00 to 150.00					
Associate Engineer	65.00 to 85.00	Maintenance Sup. / Supt.	55.00 to 75.00					
<b>Engineering Technician</b>	35.00 to 55.00	Maintenance Worker	35.00 to 45.00					
Clerical	25.00 to 45.00	Wastewater Operator	55.00 to 75.00					
		Wastewater Mechanic	65.00 to 75.00					
		Electrician	65.00 to 75.00					
		Clerical	25.00 to 45.00					
<b>BUILDING &amp; SAFETY</b>		<u>PLANNING</u>						
<b>Building Official</b>	95.00 to 150.00	Director of Planning	95.00 to 150.00					
Plan Check Engineer	85.00 to 125.00	Planning Manager	85.00 to 115.00					
<b>Building Inspector</b>	85.00 to 125.00	Senior Planner	75.00 to 95.00					
Code Manager	75.00 to 95.00	Associate Planner	65.00 to 85.00					
Code Enforce. Officer	45.00 to 65.00	Assistant Planner	60.00 to 75.00					
<b>Building Permit Tech</b>	35.00 to 45.00	Planning Technician	40.00 to 65.00					
Clerical	25.00 to 45.00	Clerical	25.00 to 45.00					

CITY may hire an assigned MuniTemps employee as its direct employee, as an independent contractor, or through any third party by paying a buyout fee equal to (a) 9% of the annual salary offered by CITY to assigned MuniTemps employee if he/she has worked a minimum of 980 hours on MuniTemps' payroll at the CITY, or (b) 18% of the annual salary offered by CITY to assigned MuniTemps employee if he/she has worked less than 980 hours on MuniTemps' payroll at the CITY. If City keeps MuniTemps employee on assignment 1,980 hours, or accepts a bill rate on the higher end of the range, the buyout fee may be waived entirely. The buyout fee will be as agreed to and approved in the Exhibit A (Final) by the CITY for each position for each position provided by STAFFING FIRM.

Every temporary position requested must meet the 24 hours per week minimum schedule work requirement.

Rev. 04/27/22 (rates submit to change based on labor market data)

DocuSign Envelope ID: 2C27826B-A5E0-4A5D-B28C-1CEE3D6B7C23



**Attachment to Municipal Staffing Agreement** 

## Exhibit "B" of MSA

## **Two-Week Timesheet**



Pay Per	iod Ending:		la .		MUNICI	PALITY Name:		City	of Imperia	I
Employe	ee NAME:	J	ohn Herrera,	СРА	SUPERVISOR's Name: Alexis L. Brown					n
Position TITLE:		Finance Director			SUPER	(760) 355-1153				
Wk#1	Date	Time In	Lunch Start	Lunch End	Time Out	Total Work Hours	R	eg	ОТ	DT
Mon	10/10/22			100000	8 50			-	-	-
Tue	10/11/22				3 1			-	-	-
Wed	10/12/22							-	-	-
Thur	10/13/22				3 727			-	-	-
Fri	10/14/22	17 - 7						-	-	-
Sat	10/15/22		CATTINE	SH C S	G PART			-	-	-
Sun	10/16/22		9.3	4 7 7				-	-	-
Wk#2	24.4.3						1			
Mon	10/17/22	10 m	19921					-	-	-
Tue	10/18/22				1 1 3			-	-	-
Wed	10/19/22	4.47		98				-	-	-
Thur	10/20/22	T IV		Traffic Ex	T EN			-	-	-
Fri	10/21/22	W.						-	-	-
Sat	10/22/22				1 11		100	-	-	-
Sun	10/23/22	1 3			3 5000			-	-	+ 1
						o pay our employee and	bill your Ag	ency fo		and type of
Doubletim employee that will be The conve	e (DT) hours are bille to serve your organize billed to your Agend	ed at 200% cation directly at the rate to indirect	of the Regular to tly on your payro es you approve arrangments that	oill rate that you oll or indirectly to d in the signed at include, but a	also approve through any o Exhibit A for t are not limited	at 150% of the Regular I ad in Exhibit A. Should y ther third party arrangen the employee we assigna to, retaining our employ	ou decide to nent, there s ed for this a	convershall be ssignme	t any MuniTe a conversion ent as shown	mps (buyout) fee above. Note:
unpaid bal California	lance of the invoice ball debt-collection ma	ecomes im	mediately due a	and payable. M s. In the event	IUNITEMPS s collection act	upporting documentation thall have the right to litigon is initiated by MUNIT ion costs, interest, and a	pate in Civil EMPS to co	Court in	Los Angeles	County,
and that I job to MU subject en I do not w assignment	g this timecard, I con have reported all in INITEMPS. Submiss imployee to prosecu- vish to continue wo ent, I will notify MUM nely paid.	njuries that sion of fractition. If my rking for M	t may have occudulent timecal assignment had	curred at this rd entries may as ended and another		By signing below, I ag entered (R, OT, DT) or rates approved in Ext assumes responsibilirepresentative who si Agency Signature as payroll processing an	n the above libit A for the ty for all he gns below MUNITEMF	e timesi his assi ours ap on this S relies	neet, at the hignment. AG proved by AG timesheet a s on this sign	ourly bill SENCY GENCY s Authorized
	Employee Signatu	re (REQUI	RED)		-	Authorized	d Agency S	ignatur	e (REQUIRE	D)

## Exhibit "B" of MSA

## **Two-Week Timesheet**



Pay Perio	od Ending:		2.2.1		MUNICI	PALITY Name:	City	of Imperial		
Employee NAME: Monica Rueda				eda	SUPER'	VISOR's Name:	Alexis L. Brown			
Position TITLE:			Accountar	nt	SUPER	VISOR's Phone #:	(760) 355-1153			
Wk#1	Date	Time In	Lunch Start	Lunch End	Time Out	Total Work Hours	Reg	OT	DT	
Mon	10/10/22	1. 7/17			1		-	-	-	
Tue	10/11/22	1 1 2	1.00		5% E 15%		-	-	-	
Wed	10/12/22						-	-	-	
Thur	10/13/22	* ==					-	-	-	
Fri	10/14/22	ALC: I		MAG TO	4 1		-	-	-	
Sat	10/15/22	73.3		1 2 2			-	-	-	
Sun	10/16/22		141 9	94	9 13.		-	-	-	
Wk#2					7		The second secon	(A) = = (A)		
Mon	10/17/22	1	7.19		1111		-	-	-	
Tue	10/18/22	F1034	4.50		11		-	-	-	
Wed	10/19/22						-	-	-	
Thur	10/20/22		31771		E 100		-	-	-	
Fri	10/21/22			. 1 mg 1			-	-	-	
Sat	10/22/22				4		-	-	-	
Sun	10/23/22		Walter 1		4 . 17		-	-	-	
hours worke Doubletime employee to that will be to The conversindependen Invoices are unpaid balar California al	ed as entered in the (DT) hours are bille of serve your organization of the serve your Agence is on fee shall apply to contractor, or through the considered due and the contractor of the invoice of the invoice but debt-collection ma	three coluid at 200% atton direct at the rate to indirect a ugh any and d payable ecomes im tters on de	mns above. Ov of the Regular I tilly on your payre es you approved arrangments that other staffing fin upon receipt wit mediately due a linquent invoice	ertime (OT) hou bill rate that you bill or indirectly to d in the signed at include, but a m or other third that signed tir and payable. M s. In the event of	urs are billed a also approve through any o Exhibit A for the form of the form	o pay our employee and b at 150% of the Regular bil ed in Exhibit A. Should you ther third party arrangeme the employee we assigned to, retaining our employee upporting documentation. hall have the right to litiga on is initiated by MUNITEI	ill your Agency for I rate you approve a decide to conver ent, there shall be a for this assignme o's services as an a lf any account bette in Civil Court in MPS to collect suc	ed in Exhibit A t any MuniTer a conversion ent as shown a employee, as comes past di Los Angeles	and type of and mps (buyout) fee above. Note:	
By signing and that I h job to MUN subject em I do not wis	this timecard, I ce lave reported all in ITEMPS. Submiss ployee to prosecu sh to continue wor t, I will notify MUN	rtify the re juries that ion of frau tion. If my rking for N	eported hours a may have occ dulent timecar assignment ha IUNITEMPS or	are accurate urred at this d entries may as ended and another		on costs, interest, and atte By signing below, I agreentered (R, OT, DT) on a rates approved in Exhib assumes responsibility representative who sign Agency Signature as Mi payroll processing and	ee to be billed an the above timesh bit A for this assi for all hours app ns below on this UNITEMPS relies	neet, at the ho gnment. AG proved by AG timesheet as s on this sign	ourly bill ENCY SENCY s Authorized	
E	mployee Signatur	e (REQUIF	RED)			Authorized A	Agency Signature	e (REQUIRE	0)	

ACORD

**GOVESTA-02** 

CERTIFICATE OF LIABILITY INSURANCE

TCROME
ATE (MM/DD/YYYY)

DATE (MM/DD/YYYY) 5/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

III If	MPOR SUB	RTANT: If the c	ertificate holde VAIVED, subject	risa et to	n AD	DITIONAL INSURED, the terms and conditions of	the po	licv. certain ı	policies may				
ti	1IS CO	ertificate does not R License # 0F760	t confer rights to	o the	cert	ificate holder in lieu of su			•				
		th American Insu		LLC	/ INS	SURICA	CONTACT NAME: PHONE (744) 770 0000 FAX (744) 770 4420						
124	0 Nor	th Lakeview Aver					PHONE (A/C, No, Ext): (714) 779-2000 FAX (A/C, No): (714) 779-4129 E-MAIL ADDRESS:						
Alla	menn	, CA 92807					ADDRE					*****	
							Weiner			RDING COVERAGE TO THE TOTAL TO THE PROPERTY OF	anv	NAIC#	
INSL	IRED						INSURER B:						
		Government	Staffing Service	es in	C.		INSURER C:						
		dba. MuniTei					INSURER C:						
		P.O. Box 718	ch. CA 91933				INSURER E :						
			o, o o. o.				INSURER F:						
co	VER/	AGES	CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:			
Т	HIS IS	S TO CERTIFY TH	AT THE POLICIE	S O	F INS	SURANCE LISTED BELOW							
С	<b>ERTIF</b>	FICATE MAY BE IS	SSUED OR MAY TIONS OF SUCH	PER'	TAIN, CIES.	ENT, TERM OR CONDITION THE INSURANCE AFFORM LIMITS SHOWN MAY HAVE	DED BY	THE POLICI	IES DESCRIB PAID CLAIMS	IED HEREIN IS SUBJECT T			
INSR		TYPE OF INSUI	RANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
A		COMMERCIAL GENER								EACH OCCURRENCE	s	1,000,000	
		CLAIMS-MADE	X OCCUR			PHPK2411615		5/10/2022	5/10/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
	Ш									MED EXP (Any one person)	\$	5,000	
	$\square$									PERSONAL & ADV INJURY	\$	1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:										GENERAL AGGREGATE	\$	3,000,000	
	X	POLICY PRO-	roc							PRODUCTS - COMP/OP AGG ABUSIVE ACTS	\$	3,000,000 1,000,000	
_		OTHER:					_				<u>s</u>	1,000,000	
A	A AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS				PHPK2411615		5/10/2022	5/10/2023	BODILY INJURY (Per person)	<u>s</u>			
	$\overline{}$									BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$		
	$\cap$	AUTOS ONLY X	NON-SWINED							(Per accident)	<u>s</u>		
Α	x	UMBRELLA LIAB	X occur							EACH OCCURRENCE	\$ S	1,000,000	
	-	EXCESS LIAB	CLAIMS-MADE	}		PHUB813764		5/10/2022	5/10/2023	AGGREGATE	s	1,000,000	
	$\vdash$	DED X RETENTION	40.000		İ					AGGILGATE	s		
		KERS COMPENSATION EMPLOYERS' LIABILIT					-			PER OTH- STATUTE ER			
										E.L. EACH ACCIDENT	\$	-	
	OFFIC (Man	PROPRIETOR/PARTNER CER/MEMBER EXCLUDE datory in NH)	ED?	N/A	ļ			<u>'</u>		E.L. DISEASE - EA EMPLOYEE	\$		
	If yes, DESC	, describe under CRIPTION OF OPERATION	ONS below							E.L. DISEASE - POLICY LIMIT	\$		
Α	Crim				l	PHPK2411615		5/10/2022	l	\$250,000 Ded \$2,500			
A	Prof	essional Liab.		į		PHPK2411615		5/10/2022	5/10/2023	\$1M per occur / Aggr		2,000,000	
Emp Cari Poli Effe Lim Reti	oloym rier: P cy Nu ctive it of L roactiv	ent Practices Liab hiladelphia Indem Imber: PHUB81376 Date: 5/10/2022 to Liability: \$2,000,000 ve Date: 5/10/2009	ollity Inity Insurance C 64 5/10/2023 0/\$2,000,000 Ded	omp	any	0 101, Additional Remarks Schedu 25,000			re space is requi	red)			
CE	RTIF	ICATE HOLDER					CANO	CELLATION					
(	DP	IF A JOB IS	ERTIFICATE** AWARDED A CE SUED UPON REC			те	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE						
							/	1 .					