



Manpower

**RATE & SERVICE CONFIRMATION LETTER**

2/12/14

Mark Felicetty  
100 W. Dania Beach Blvd  
Dania Beach, FL, 33004

Dear Mark,

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our agreement with City of Dania Beach ("Client"), to place one or more clerical/administrative and/or light industrial positions described below at the prices set forth below

**Manpower Services:** Manpower will recruit, interview, screen and assign to Client our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. Manpower will maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that Manpower has agreed to pay; and removing any assigned associate at your request, provided there is a valid legal reason for doing so. In the event specific assignments require background checks, drug screening or other testing, client agrees reimburse Manpower at the actual cost for the testing. Client also agrees to only request testing equivalent to what they would require of their own full-time employees in that respective position.

**Client Responsibilities:** Manpower expects Client will take responsibility for supervising and controlling the work performed by our associates. Client will also provide all associates with a safe worksite and will provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite, whether or not required by law. Without limiting the generality of the foregoing, because Client controls the facilities in which associates work, it is agreed that Client is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to associates working at Client's facilities. Manpower will, at the request of Client, instruct its employees on general safety matters in accordance with information provided to Manpower by Client. Additionally, client agrees to provide all our associates with a worksite environment free of harassment. In the event there are substantial changes to the agreed assignment duties, the client is required to notify Manpower immediately. Client also agrees to document all hours worked, approve and submit timesheets to Manpower in a timely manner.

**Payment terms:** Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. Client agrees to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period. Manpower invoices clients weekly. Payment will be due within ten (10) days upon receipt of invoice. In the event the invoice reaches forty-five (45) days past original invoice date, Manpower reserves the right to impose interest charges in the amount of fifteen (15) percent. In the event there is a governmental mandated requirement to increase wages or employer payroll burdens, client agrees to accept and remit additional costs to Manpower from the effective date to the expiration date of this agreement.

**Term:** The term of this agreement will be ninety (90) days from the signature date of this agreement.

**1. JOB DESCRIPTIONS AND LOCATIONS\***

<b>Job Description</b>	<b>Location</b>
Concession(s)	Dania Beach Pier 300 N. Beach Rd. Dania Beach, FL 33004

\* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change. Manpower reserves the right not to provide an Assigned Employee or candidate for any reason.

EXHIBIT "A"

2. RATES

Straight Time Bill Rate	Job Description
\$14.92 per hour per employee	Concession(s)

3. **CONVERSION FEES:** If during the term of this Agreement and for six (6) months thereafter, Client solicits or hires away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permits any Assigned Employee to transfer to another entity's payroll in order to perform work for Client or at Client's facilities, Client shall pay Manpower a direct hiring conversion fee. Such conversion fee will be based upon and equivalent to the Permanent Placement fee of the placed Candidate's annual salary and will be prorated based on the length of time the Assigned Employee is on assignment as referenced below:

0 to 240 Hours	100% of Permanent Placement Fee
241 to 480 Hours	75% Discount from Permanent Placement Fee
481 to 720 Hours	50% Discount from Permanent Placement Fee
721+ Hours Until Day of Hire	25% Discount from Permanent Placement Fee

**Permanent Placement Fees:** Client agrees to pay a fee if Client hires or retains a candidate, in any capacity, referred by Manpower within one (1) year after that candidate was presented to Client, regardless of whether Client learned of or could have learned of the candidate through other means. As follows is the fee payable, which is a fixed percentage of Compensation\* paid by Client:

Annualized Compensation	Fee Percentage
Below \$60,000	15%
\$60,000 - \$69,999	20%
\$70,000 - \$79,999	25%
\$80,000 and above	30%

\*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

4. **ADDITIONAL BACKGROUND CHECKS AND TESTING**

Check or Test	Specific Requirements, if Any	Cost
Criminal Record Check	**Provided at Manpower's cost**	\$ per employee.
Driving Record Check		\$ per employee.
Drug Tests	**Provided at Manpower's cost**	\$ per employee.
Credit Check		\$ per employee.
Education Verification		\$ per employee.
Health Compliance		\$ per employee.
Other		\$ per employee.

Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

Sincerely,

Deyna M. Peterson  
 Manpower  
 Area Manager

<b>ACKNOWLEDGED AND ACCEPTED:</b>	
Client	<i>[Signature]</i>
By:	<i>Robert Baldwin</i>
Printed Name/Title:	<i>City Manager</i>
Date:	<i>2-12-14</i>

*APPROVED AS TO FORM* *[Signature]*  
*J.J. Amstutz*  
 @ LAY ATTORNEYS



# Hold Harmless Agreement

City of Dania Beach, FL (hereinafter "Client") shall indemnify and save harmless

Manpower Staffing Services, Inc. dba Manpower (hereinafter "Manpower")

from and against all loss and/or liability for any daily shortages of funds due to short draws or other circumstances involving mysterious disappearances of funds or inventory, however any such loss, liability, shortage or disappearance may be caused and whether or not it may have been caused by any act or omission, whether negligent, willful or otherwise, on the part of Manpower or any associate, agent or invitee thereof.

Client shall further indemnify and save harmless Manpower from and against all loss or liability for any daily shortages of funds due to short draws or other circumstances involving mysterious disappearances of funds, by reason of any act or neglect on the part of Client or any associate, agent or invitee of Client in connection with the performance of the work to be performed by Manpower's associates.

Manpower Staffing Services, Inc. dba Manpower

By:
Name:
Title:

Agreed to and accepted this 12th day of February, 2014

City of Dania Beach FL  
(client name)

By:
Name: <u>Robert Baldwin</u>
Title:

*6/1*

*APPROVED AS TO FORM  
D.J. Anshu  
CITY ATTORNEY*