

ATTACHMENT 3

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
FOR TEMPORARY EMPLOYMENT SERVICES
WITH ARTIZEN, INC dba ARTIZEN STAFFING
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2017 by and between the City of Santa Rosa, a municipal corporation ("City"), and Artizen, Inc. dba Artizen Staffing, a California Corporation ("Consultant").

RECITALS

- A. City desires to employ the services of Consultant to provide temporary help services.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a duly qualified temporary employment service composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services. _____
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. Services shall be provided on an "as needed basis" as determined by the City; no minimum amounts of services are implied or guaranteed. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

- a. City shall pay Consultant for services and incidental costs required hereunder.

Consultant shall be paid on a time and material/expense basis at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City in arrears in a form approved by City's Chief Financial Officer. The bills shall show or include: a. the task performed; b. the time in quarter hours devoted to the task; c. the hourly rate or rates of the persons performing the task; and d. copies of receipts for reimbursable materials/expenses.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

Consultant shall not charge City any additional fees unless City specifically requests that Consultant obtain a credit report or a Department of Motor Vehicle Check. The cost of any credit report or Department of Motor Vehicle check shall be paid by the City. The fee for said reports shall be the actual cost charged Consultant by the consumer reporting agency or Department of Motor Vehicles for conducting the investigation for Consultant without additional markup costs from Consultant. The current rates charged Consultant by the consumer reporting agency, credit reporting agency or the Department of Motor Vehicles are listed in Exhibit B. Consultant will notify City in writing of any change in rate.

Billing Discount Rates. Consultant agrees to provide City with the same billing discount rate as set forth in Exhibit B for any new classification added or for any changes in classification contained in said Consultant's proposal due to a reclassification of positions within the City's classification system.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one million-five-hundred thousand dollars and no cents (\$1,500,00.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number(s) as approved by Chief Financial Officer.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subConsultants or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subConsultant has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

d. Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. City, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may

purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to City.

e.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subConsultants and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subConsultants or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Naomi Kamunyu
Human Resources Analyst
100 Santa rosa Ave, Room 1
Santa Rosa, CA 95404
Phone: 707-543-3065
nkamunyu@srcity.org

Consultant Representative:

Rosanna Hayden
Chief operating Officer
101 Golf Course Drive, Suite 300
Rohnert park, CA 94928
Phone: 707-595-5998
rhayden@artizenstaffing.com

8. INDEPENDENT CONSULTANT

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or

performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. All temporary employees shall be employed by Consultant. Such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City

gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than August 31, 2022.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person. There shall be no charge to City for the services of any person removed pursuant to this section.

Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. Consultant shall not assign any person with a criminal conviction to work at City. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager,

project team, or other professional performing work hereunder are deemed by City to be key personnel whose services were a material inducement to City to enter into this Agreement, and without whose services City would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

d. Consultant shall cooperate with City and City staff in the performance of all work hereunder.

Other Conditions.

a. Six Month Maximum. Consultant agrees to continually monitor its temporary employment placements to ensure the use of temporary help does not exceed a six (6) month period per employee in accordance with Attachment A to Exhibit A City's Use of Agency Temporary Employees policy, unless written authorization is obtained from the City's Director of Human Resources.

b. Services Ordered and Filled. Any order placed by City for temporary help services for a job class which does not appear in Exhibit B shall not be filled unless previously agreed to in writing by Consultant and the City's Director of Human Resources or designated representative.

c. Hiring and Liquidation Fees. Consultant shall not charge a fee or fees in order to secure temporary employment that initially or subsequently results in the employee of Consultant being placed on assignment with City. Consultant shall not charge a liquidation or referral fee for employees of Consultant hired by the City as a regular employee. Consultant shall not charge a liquidation or referral fee for employees of Consultant hired by City as a temporary employee if the employee has worked for City at least six hundred (600) hours as an employee of Consultant. On occasion, a short-term temporary help need can turn into longer-term need.

d. Transition to City Employment. City department or agency may request to transition the employment of your employee to City temporary employment. Any such transition of employment to City temporary employment after 600 hours will be without cost to the City or the affected person. Under the City's merit system, all recruitments for regular employment with the City are conducted under a set of standard rules. Any person may apply to our open recruitments. If an Agency temporary, working for the City, applies for a regular position and competes successfully for that position, there will be no requirement for the temporary to complete a number of hours nor shall there be a cost to the City or the affected person.

d. City Vehicles. Consultant agrees that Consultant's employees may drive City cars or light delivery vehicles as may be required by the job assignment to which referred.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subconsultant, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City

information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of

subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

h. Taxes. Consultant agrees to file federal and state tax returns and pay all applicable

taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish City with proof of payment of taxes on these earnings.

- i. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- j. Time of Essence. Time is and shall of of the essence of this Agreement and every provision hereof.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Artizen, Inc. dba Artizen Staffing

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print
Name: _____

Title: _____

Signatures of Authorized Persons

APPROVED AS TO FORM

By

[Handwritten Signature]

Print Name

Rosanna Hayden

Office of the City Attorney

Title

CFO

ATTEST

By

[Handwritten Signature]

Print Name

PARKER R. PRINSTER

City Clerk

Title

PRESIDENT

City of Santa Rosa Business Tax Cert No

9997064618

Attachments

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

Attachment A to Exhibit A City's Use of Agency Temporary Employees policy

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.
- D. Other Insurance Provisions:**
1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
 2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
 5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Exhibit A

City of Santa Rosa – Purchasing Office
Attn: Brandalyn Tramel – Purchasing Agent
635 First Street, Second Floor
Santa Rosa, CA 95404

September 1, 2017

City of Santa Rosa Human Resources and Purchasing Team:

Thank you for the opportunity to bid on the City of Santa Rosa RFP 17-03 for Temporary Help Services. In response to your email dated August 31, 2017, attached please find an updated copy of our proposal. We made a few edits to the original copy as follows:

- We replaced Ingrid Childress with Pietro Obert as part of our assigned team members in Part One, Section 3
- We added a new benefit for temporary workers, a 401k plan and have added it to our listing in Part 1, Section 6
- We added language around conversion terms of temporaries who work less than 600 on assignment who are converted in Part Two, Section 11
- We added confirmation that we will not be charging the City of Santa Rosa for ACA costs in Part Two, Section 11
- We added additional data that was included in our presentation but not initially in our proposal regarding our process in Part Two, Section 5.

We would like to confirm that Artizen Staffing is willing to sign the City of Santa Rosa's Professional Services Agreement for Temporary Employment Services in it's form approved by the City Attorney on 08-21-17.

Artizen Staffing confirms its acceptance of the City of Santa Rosa Administrative Policy regarding the use of agency temporary employees.

Should the City of Santa Rosa need further information or clarification on any of the updated contents of the Artizen Staffing proposal information herein, please contact Rosanna Hayden at 707 595-5998 or 650 766-2356 or at rhayden@artizenstaffing.com

Sincerely,

Rosanna Hayden
Chief Operating Officer



City of Santa Rosa Updated Proposal as of 09/01/2017

Part One – Overview of Artizen Staffing and Services We Provide

Section 1

Company Name: Artizen, Inc. DBA Artizen Staffing

Full Mailing Address: 101 Golf Course Drive, Suite 300
Rohnert Park, CA 94928

Telephone Number: (707) 595-5998

Website: www.artizenstaffing.com

Section 2

Artizen Staffing has been conducting business in Sonoma County since October 2013. Although initially a satellite office, for the past 3 years it has been Artizen's Corporate Headquarters. The primary focus of the temporary services we provide to Sonoma County employers has thus far been in providing Information Technology, Engineering, Accounting, Finance, Sales, Marketing and Administrative Support professionals on a temporary, temporary to direct hire, direct hire and/or payrolling services basis.

In addition to the Sonoma County office, Artizen Staffing has Silicon Valley and Sacramento regional offices. This adds value to our Sonoma County local clients in that we are more easily able to recruit personnel from our other office locations to take assignments in Sonoma County.

Artizen, Inc. has two non-staffing related divisions which are sister entities to Artizen Staffing; one specializing in Project Management Consulting (www.artizen.com) and the other specializes in Sales Strategy, Operations and Enablement Consulting (www.artizensales.com). Each comes with its own set of consulting service team members and can add extra value to our staffing services clients on an "as needed" basis.

Section 3

Artizen Staffing's Rohnert Park office is currently comprised of 8 team members. We are comprised of 6 team members who serve in a combined role of Sales and Recruiting and 2 full time team members in administrative support roles. We have 3 offshore team members who function in strictly a candidate sourcing role who work under the direction of Artizen Staffing sales and recruiting team members.

The contract administrator for this engagement is Rosanna Hayden who has been an Owner, Chief Operating Officer, and Chief Financial Officer of Artizen, Inc. for over 10 years. She oversees the entire operations of Artizen Staffing including the administration of all contracts. She also functions as the Branch Manager of the Rohnert Park office. For the 15 years prior to joining Artizen Staffing, Rosanna served in a variety of finance and accounting roles up to and including Chief Financial Officer with responsibility over and training in the field of human resources.

In addition to the contract administrator, Artizen Staffing team members that would be assigned to work with the City of Santa Rosa on service requests would be:

Pietro Obert – Talent Acquisition Consultant - 25 years experience in Recruiting and Customer Care

Danessa Maynard – Sr. Recruiter - 9 years experience in Recruiting and Customer Care

Sindra Rivera – Jr. Recruiter – 3.5 years experience in Recruiting and Customer Care

Ryan Buxbaum – Executive VP of Sales – 4 years experience in Customer Care and Recruiting

Section 4

Artizen Staffing has over 10,000 Sonoma County local registered employees active in our database most of whom are available for referral depending on the job opportunity presented. Our Artizen Staffing northern California candidate database has over 150,000 people who we have screened since our incorporation in 1991. On average, we place at least one person per week in each of our core areas of expertise: Information Technology, Engineering, Accounting, Finance, Sales, Marketing and Administrative Support. For example, within the last week we placed a Tech related Project Manager, 1 Database Administrator, 1 Office Manager for a Law Firm, 1 Accounts Payable/Payroll Accountant, 16 Marketing Support personnel, 1 Sales Assistant, and 1 Civil Engineer.

Section 5

Artizen Staffing provides training through Artizen Staffing's online training and testing tool. It allows candidates and workers to brush up on skills that haven't been used for some time or learn new skills. When workers are onboarding to Artizen Staffing as an employee they are trained in Artizen Staffing's timekeeping system, Springahead. They are also provided client mandated training when applicable.

Section 6

Benefits provided to temporary workers by Artizen Staffing are as follows:

- Medical Cover through Kaiser Permanente (Several Plans Available)
- Sick Leave
- 401k Plan
- Skills Training through Artizen Staffing's Training Tool

At the end of a temporary worker assignment, if they are not hired directly by our client, we introduce them to Artizen Staffing's Proprietary **Hire Level Candidate Portal** to gain access to weekly free job seeker webinars with Q&A, access to valuable free job search resources, comprehensive resume review service, leading experts and resources to advance their search, library filled with audios, articles and webinars, and access to more than 1,000 Job Boards.

Section 7

The names of the local public agencies and private employers with over 200 employees that Artizen Staffing's Rohnert Park office has routinely serviced as a primary provider within the last three years are:

American Ag Credit

Graton Resort and Casino

From our Sonoma County office location, we have provided staffing services to several Fortune 500 clients within the past 3 years including but not limited to the following:

Ford Motor Company

Toyota ITC

Cisco Systems

Section 8

Within the past three years, there have been no public or private employers of over 200 employees in Sonoma County for which Artizen Staffing has provided temporary help services that have stopped using Artizen Staffing services.

Section 9

Artizen's Sonoma County references are as follows:

Client Name: American Ag Credit
Contact Name: Wendy Pardue
Contact Title: Currently Learning & Development Manager
Formerly HR Generalist/Talent Acquisition
Telephone Number: (619) 379-6923
email: WPardue@agloan.com

Client Name: Graton Resort and Casino
Contact Name: Mark Ward
Contact Title: Director of Marketing
Contact Telephone Number: (707) 588-7170
Contact email: Mark.Ward@gratonresortcasino.com

Client Name: AVRS and Currently L3 Communications
Contact Name: Erik Buksa
Contact Title: Director, Human Resources/Human Resources Manager
Contact Telephone Number: (707)328-0814
Contact email: ericbuksa@gmail.com

Client Name: EBA Engineering
Contact Name: Nazar Eljumaily
Contact Title: Chief Executive Officer
Contact Telephone Number: (707) 544-0784
Contact email: nazar@ebagroup.com

Client Name: Zainer Rinehart Clarke CPAs
Contact Name: Liz Tracy
Contact Title: Business Manager
Contact Telephone Number: (415) 637-9512
Contact email: LTracy@zrccpas.com

Section 10

The following is a list of positions in Artizen Staffing's areas of expertise:

Those as listed in Attachment B

Accounting Aide (Basic Level)
Accounting Assistant (PR/AP)
Accounting Technician (Special Projects, not Accountant)
Accountant (Professional Level)

Clerical Assistant(Basic Clerical, phone, copying, mail)
Administrative Assistant (Entry Clerical)
Senior Administrative Assistant(Journey Clerical)
Administrative Secretary (Advanced Level - Supervisory)
Legal Secretary
Engineering Aide (Field Data Collection, office support) – TBD See Note on Attachment B
Civil Engineering Tech I (Basic Level CAD, Mapping)
Civil Engineering Tech II (Journey Level, more experienced)
Civil Engineering Tech III (Senior Level, construction, inspectors, project leads)
Information Technology Technician (Help desk or field support)
Stores Clerk
Maintenance Worker (laborer, street maintenance, water or wastewater operations)
Building Plan Check – TBD See Note on Attachment B
Payroll Specialist
Programmer/Analyst
Legal Assistant/Paralegal

Other City of Santa Rosa Positions that are within Artizen Staffing's areas of expertise:

Accounting Services Supervisor
Administrative Analyst
Administrative Services Officer
Administrative Support Supervisor
Administrative Technician
Associate Civil Engineer
Buyer
Chief Financial Officer
Chief Information Officer
City Surveyor
Customer Service Representative
Department Application Specialist
Department Information Technology Supervisor
Department Programmer Analyst
Department Technology Coordinator
Employee Relations Manager
Employment Services Manager

Executive Assistant to the City Manager
Executive Management Assistant
Financial Analyst
Geographic Information Systems (GIS) Analyst
Geographic Information Systems (GIS)
Coordinator
Human Resources Analyst
Human Resources Director
Human Resources Technician
Information Technology Section Manager
Information Technology Supervisor
Intern – General
Network Systems Analyst
Organization Development and Training
Manager
Payroll Manager
Police Information Technology Supervisor
Program Specialist I
Program Specialist II
Purchasing Agent
Purchasing Technician
Records Management Technician
Records Supervisor
Revenue Manager
Revenue Operations Supervisor
Risk Management Analyst
Risk Manager
Safety and Training Coordinator
Senior Administrative Assistant
Senior Buyer
Senior Customer Service Representative
Senior Information Technology Technician
Senior Planner
Senior Programmer/Analyst
Senior Water Resources Planner
Skilled Maintenance Worker
Storekeeper
Stores Specialist
Supervising Accountant
Supervising Engineer
Supervising Land Surveyor
Supervising Planner
Survey Associate
Technical Services Division Manager
Technology Application Specialist
Building Plans Examiner

In addition to the above, other positions that are within areas of Artizen Staffing's expertise can be found by visiting our website at www.artizenstaffing.com .



Part Two – Core Temporary Services Proposed

The following is a brief description of how Artizen Staffing proposes meeting the temporary service needs of the City of Santa Rosa in each of the following areas:

Section 1

It's Artizen Staffing's intention to understand the needs of our clients thoroughly and thus start the engagement process with any new client by utilizing a Client Intake/Work Plan form. Utilizing it we "interview" our client to discuss client culture, job related details including review of the job description, soft skill needs not described in the job description, education level requested, what specialty screenings they would like to see utilized with candidates, types of background and other checks requested, and candidate selling points covering why the person would want to work for the City of Santa Rosa. (Candidate selling points are especially effective in obtaining quality candidate interest in a job market with low unemployment).

We discuss the client's preferred candidate submission process, document their interview process and our role in it, and set expectations for Artizen Staffing and the client on delivery of services. In discussion with our client and in reviewing the terms of our contract with client we complete the Onboarding, Follow up Care, and Billing sections of our Client Intake/Work Plan form. Once completed the form is saved in our systems for reference and use by Artizen Staffing sales, recruiting, human resources and accounting team members.

Please refer to the attached Artizen Staffing Client Intake/Work Plan Sample Document.

When working with the City of Santa Rosa, we would thoroughly complete and utilize a Client Intake/Work Plan Document for each new engagement.

Customized cost and use reporting as well as any adhoc reporting requested by the City of Santa Rosa can be created quickly and at any time upon request and/or be set to submit at any fixed points in time. We would work with the City to define necessary reporting and include the request in the Client Intake/Work Plan document.

Rosanna Hayden will be the primary point of contact for the City of Santa Rosa and would attend periodic meetings with the City of Santa Rosa representatives to coordinate services, review objectives and/or problem solve.

Section 2

Artizen Staffing is an Equal Opportunity Employer and would recruit candidates for the City of Santa Rosa by partnering with the following entities and using the following tools and techniques:

Proactively recruiting candidates and gaining referrals to great candidates through networking groups and community activities such as the Santa Rosa Chamber of Commerce, Professional Association of Sonoma County, Sonoma County Alliance, partnering with various Sonoma County non-profit organizations such as JobLink, SAY, CHOPS, The Living Room, Catholic Charities, and 20/30 Club, and participating in a variety of job fairs including but not limited to Veterans Memorial, Sonoma State University, and Santa Rosa Junior College job fairs.

In pursuit of passive candidates, Artizen Staffing asks for referrals from our extensive network of applicants and Artizen Staffing alumni, uses sourcing tools such as LinkedIn, and does deep dive internet searches using Boolean Search techniques. **Artizen Staffing recruiters are AIRS certified and have passed the Certified Internet Recruiter (CIR) certification exam.**

In addition to calling, emailing and texting our existing database of highly qualified applicants, Artizen Staffing sourcing team members and recruiters source candidates from and post job openings to job boards such as Indeed, Monster, Dice, Craigslist, Careerbuilder, Glassdoor, Zip Recruiter, and the Ladders along with posting client job openings to the Artizen Staffing website.

Section 3

Artizen Staffing utilizes the following screening and selection process to determine qualified persons that would be assigned to work at the City of Santa Rosa:

- a) Artizen Staffing's employment application is attached.
- b) Artizen Staffing sourcers and recruiters contact candidates and schedule a time for them to interview with an Artizen Staffing recruiter. During the recruiter interview, candidates are evaluated based upon their match to the client job requirements. The recruiter asks candidates to fill out an Artizen Staffing Employment Application form and advises candidates of any testing, background and/or other checks required for the position, and any other data that may be required for submission of candidate to client. Once the results of testing/checks have been received, and candidate has met at least the minimum standards, the recruiter submits the candidate to client for consideration for their open position.
- c) Using the Artizen Staffing's employment application form information, recruiters call candidate references. They complete a candidate reference sheet for each reference and store these in the candidate data file. Only candidates that have received positive references are submitted to client for consideration.
- d) Artizen Staffing utilizes ESR as our background screening services provider. Our standard background check screening includes a 7 year criminal background check (Name/Alias, all areas of residence within the last 7 years.)
- e) Artizen Staffing utilizes ESR as our background screening services provider. Our standard background check screening includes a check of civil records, verification of address and social security number and sexual offender status.
- f) Other job related checks such as Credit or DMV driving history checks can be administered and results checked prior to submission upon request by the City of Santa Rosa.

Section 4

Artizen Staffing's orientation provided to those assigned to work at the City of Santa Rosa includes, but is not limited to, the following:

An overview of client culture, dress code, and work related expectations

The location, day, time, and contact for first day of work with City of Santa Rosa

Advisement of the need for the temporary worker to go to Human Resources on their first day to sign the Loyalty Oath document

Training in how to record and submit hours worked into the Artizen Staffing timekeeping system

Any other onboarding processes requested by the City of Santa Rosa

Section 5

Either the City of Santa Rosa Human Resources Technician will or an authorized agent of a hiring dept will be directed by the Human Resources Technician to reach out to Artizen Staffing to place a job order. The order may be called into the Artizen Staffing office at 707 595-5998, sent as an email request to rp@artizen.com or sent to us using our online tool located on our website. Once the request is received, a designated Artizen Staffing team member will reach out to the requesting party within 30 minutes to introduce him or herself, and act as the primary contact for the request.

Candidates will be submitted to the City of Santa Rosa within 1 week of the request for more specialized positions but typically between 24-48 hours for most standard positions.

If the City of Santa Rosa is not involved in the interview process, positions assigned to Artizen Staffing will be filled within 1 week. This may be delayed by any interview timeframes needed by the City of Santa Rosa that may delay the overall interview process.

Section 6

Artizen Staffing will contact the City of Santa Rosa hiring manager for the job order to confirm our temporary worker arrived on time on his/her first day. Artizen Staffing will also contact the hiring manager and temporary worker placed, within 48 hours of the temporary worker starting on assignment, to confirm that the City of Santa Rosa hiring manager is pleased with the temporary worker's work performance and the temporary worker is pleased in the position that he/she has been assigned. If one or the other party is not pleased, the issue is addressed immediately with either the temporary worker or the hiring manager.

Section 7

Temporary workers supplied by Artizen Staffing to the City of Santa Rosa are supervised by the recruiter who submitted them for consideration to the client. The recruiter performs periodic check ins with the temporary worker to evaluate services being provided, listen to questions from and provide follow up answers to temporary workers.

Artizen Staffing Recruiter temporary worker follow up checks ins are typically done at the end of the first day worked, end of first week and monthly thereafter.

Section 8

Artizen Staffing will provide written notice to the City of Santa Rosa's Human Resources Department and the contract administrator of any Artizen Staffing temporary employee working for the City of Santa Rosa approaching the six-month limit imposed or 1000 hours (whichever comes first). Artizen Staffing shall provide the notice 30 days prior to the six-month limit or after the employee has worked on the assignment with the City of Santa Rosa for 900 hours, whichever is first.

Section 9

Artizen Staffing shall perform all services performed under the City of Santa Rosa Professional Services Agreement for Temporary Employment Services in the manner and according to the standards currently observed by a competent practitioner of the Staffing Services Industry in California. All products of whatsoever nature that Artizen Staffing delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in our profession, and shall be provided in accordance with any schedule of performance. Artizen Staffing shall assign only competent personnel to perform services under the City of Santa Rosa Professional Services Agreement for Temporary Employment Services. Artizen Staffing shall notify City in writing of any changes in Artizen Staffing's staff assigned to perform the services under the City of Santa Rosa Professional Services Agreement for Temporary Employment Services prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Artizen Staffing to perform services under the City of Santa Rosa Professional Services Agreement for Temporary Employment Services, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Artizen Staffing shall remove such person immediately upon receiving notice from City of the desire of the City for the removal of such person. There shall be no charge to the City for the services of any person removed pursuant to this section.

Assigned Personnel

- a) Artizen Staffing shall assign only competent personnel to perform work and shall not assign any person with a criminal conviction to work at the City. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Artizen Staffing to perform work, Artizen Staffing shall remove such person or persons immediately upon receiving written notice from the City.
- b) Any and all persons identified in the City of Santa Rosa Professional Services Agreement for Temporary Employment Services or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by City to be key personnel whose services were a material inducement to City to enter into the City of Santa Rosa Professional Services Agreement for Temporary Employment Services, and without whose services City would not have entered into the City of Santa Rosa Professional Services Agreement for Temporary Employment Services. Artizen Staffing shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.
- c) In the event, that any of Artizen Staffing's personnel assigned to perform services under the City of Santa Rosa Professional Services Agreement for Temporary Employment Services become unavailable due to resignation, sickness or other factors outside of Artizen Staffing's control, Artizen Staffing shall be responsible for the timely provision of adequately qualified replacements.
- d) Artizen Staffing shall cooperate with City and City staff in the performance of all work as listed in this proposal, the City of Santa Rosa Professional Services Agreement for Temporary Employment Services and all referenced exhibits and attachments.

Artizen Staffing will submit bills to the City of Santa Rosa in arrears on a monthly basis in a form approved by the City of Santa Rosa's CFO. The bills shall show the tasks performed, the time in quarter hours devoted to the task, the hourly rate of rates of the persons performing the tasks and copies of receipts for reimbursable materials/expenses.

Section 10

Artizen Staffing will provide contract administration and reporting services as listed in Attachment B.

Section 11

The Artizen Staffing transition process for Artizen Staffing temporary workers to direct temporary employment with the City of Santa Rosa shall be as follows:

The City of Santa Rosa has the option to, without fee from Artizen Staffing, convert any Artizen Staffing temporary worker on assignment with the City of Santa Rosa to direct temporary employment with the City of Santa Rosa upon completion of 600 hours worked on assignment by the Artizen Staffing temporary worker with the City of Santa Rosa.

The conversion fee charged for temporary workers who are directly hired as a temporary worker by the City of Santa Rosa prior to reaching the 600 hours shall be per the following schedule:

0-150 hours worked – 20% of temporary worker's annualized compensation

150-300 hours worked – 15% of temporary worker's annualized compensation

301-450 hours worked – 10% of temporary worker's annualized compensation

450-600 hours worked – 5% of temporary worker's annualized compensation

***Annualized compensation is equal to annual salary offered temporary worker or temporary worker's hourly pay rate offered multiplied by number of total compensated hours per year.

Should an Artizen Staffing temporary worker, working for the City of Santa Rosa, apply for a separate through the City and competes successfully for that position, there will be no requirement for the Artizen Staffing temporary worker to

complete any specific number of hours nor shall there be a cost to the City of Santa Rosa or the Artizen Staffing temporary worker for their conversion.

Artizen Staffing would like to confirm that we will not charge the City of Santa Rosa for currently mandated ACA fees. Should laws change with regards to ACA or other Federal, State or Local Government related costs to hiring, we reserve the right to address the issue of additional costs at that time with City representatives.

Exhibit B
COST PROPOSAL

TEMPORARY HELP SERVICES RFP 17-03
BILL RATES PER FISCAL YEAR

SECTION 1

Note: proposals must include rates for all jobs to be considered for award of this section

City of Santa Rosa Job Description	<u>YEAR ONE</u>	<u>YEAR TWO</u>	<u>YEAR THREE</u>
	7/1/2017-6/30/2018 HOURLY RATE TO BE BILLED	7/1/2018-6/30/2019 HOURLY RATE TO BE BILLED	7/1/2019-6/30/2020 HOURLY RATE TO BE BILLED
Accounting Aide (Basic Level)	\$30.78	\$31.24	\$31.71
Accounting Assistant (P/R, AP)	\$36.84	\$37.39	\$37.95
Accounting Technician (Special projects, not Accountant)	\$40.57	\$41.18	\$41.79
Accountant (Professional level)	\$57.20	\$58.06	\$58.93
Clerical Assistant (Basic clerical, phones, copying, mail)	\$19.60	\$19.89	\$20.19
Administrative Assistant (entry clerical)	\$30.78	\$31.24	\$31.71
Senior Administrative Assistant (journey clerical)	\$37.80	\$38.37	\$38.94

Artizen

Administrative Secretary (Advanced level, supervisory)	\$ 42.42	\$ 43.06	\$ 43.70
Legal Secretary	\$ 40.87	\$ 41.49	\$ 42.11
Engineering Aide (field data collection, office support)	TBD - See Note Below	TBD - See Note Below	TBD - See Note Below
Civil Engineering Technician I (basic level CAD, mapping)	\$ 38.93	\$ 39.51	\$ 40.11
Civil Engineering Technician II (Journey level, more experienced than I's)	\$ 45.05	\$ 45.73	\$ 46.41
Civil Engineering Technician III (senior level, construction inspectors, project leads)	\$ 53.61	\$ 54.41	\$ 55.23
Information Technology Technician (Help Desk, or field support)	\$ 50.25	\$ 51.00	\$ 51.76
Stores Clerk	\$ 35.28	\$ 35.81	\$ 36.35
Maintenance Worker (laborer, street maintenance, water or wastewater operations)	\$ 31.41	\$ 31.88	\$ 32.36
Building Plan Check	TBD - See Note Below	TBD - See Note Below	TBD - See Note Below
Payroll Specialist	\$ 38.70	\$ 39.28	\$ 39.87
Programmer	\$ 57.93	\$ 58.79	\$ 59.68
Legal Assistant/Paralegal	\$ 46.49	\$ 47.18	\$ 47.89
Totals	\$ 734.51	\$ 745.51	\$ 756.69

Total 3 year costs (= hourly rate for each job added up for each year, then cumulative total for all 3 years – This is the number that will be used to score the cost portion of proposals) \$2,236,71

Important Note: We were unable to bid on two positions listed above because the job titles did not appear on the City of Santa Rosa's list of job descriptions. As a result, we did not have a basis to determine cost of individual and subsequent billing amount.

SECTION 2

Optional – Jobs Artizen, Inc. DBA Artizen Staffing feels the City may need in addition to Section 1 jobs.

City of Santa Rosa Job Description	<u>YEAR ONE</u> 7/1/2017- 6/30/2018	<u>YEAR TWO</u> 7/1/2018- 6/30/2019	<u>YEAR THREE</u> 7/1/2019- 6/30/2020
	HOURLY RATE TO BE BILLED	HOURLY RATE TO BE BILLED	HOURLY RATE TO BE BILLED
Accounting Services Supervisor	\$ 55.42	\$ 56.25	\$ 57.09
Administrative Analyst	\$ 55.42	\$ 56.25	\$ 57.09
Administrative Services Officer	\$ 63.62	\$ 64.57	\$ 65.54
Administrative Support Supervisor	\$ 47.65	\$ 48.36	\$ 49.09
Administrative Technician	\$ 42.98	\$ 43.62	\$ 44.27
Associate Civil Engineer	\$ 69.12	\$ 70.16	\$ 71.21
Building Plans Examiner	\$ 57.68	\$ 58.55	\$ 59.43
Buyer	\$ 43.86	\$ 44.52	\$ 45.19
Chief Financial Officer	\$ 99.91	\$ 101.40	\$ 102.93
Chief Information Officer	\$ 99.91	\$ 101.40	\$ 102.93
City Clerk	\$ 70.61	\$ 71.67	\$ 72.74
City Planner	\$ 56.01	\$ 56.85	\$ 57.71
City Surveyor	\$ 69.12	\$ 70.16	\$ 71.21
Customer Service Representative	\$ 34.18	\$ 34.69	\$ 35.21
Department Application Specialist	\$ 50.25	\$ 51.00	\$ 51.76
Department Information Technology Supervisor	\$ 64.18	\$ 65.14	\$ 66.12
Department Programmer Analyst	\$ 57.20	\$ 58.06	\$ 58.93
Department Technology Coordinator	\$ 57.20	\$ 58.06	\$ 58.93
Employee Relations Manager	\$ 83.03	\$ 84.27	\$ 85.54
Employment Services Manager	\$ 72.79	\$ 73.88	\$ 74.99
Executive Assistant to the City Manager	\$ 51.72	\$ 52.49	\$ 53.28
Executive Management Assistant	\$ 58.64	\$ 59.52	\$ 60.41

Financial Analyst	\$	55.42	\$	56.25	\$	57.09
Geographic Information Systems (GIS) Analyst	\$	57.20	\$	58.06	\$	58.93
Geographic Information Systems (GIS) Coordinator	\$	64.20	\$	65.17	\$	66.14
Human Resources Analyst	\$	58.64	\$	59.52	\$	60.41
Human Resources Director	\$	99.91	\$	101.40	\$	102.93
Human Resources Technician	\$	44.19	\$	44.85	\$	45.52
Information Technology Section Manager	\$	70.61	\$	71.67	\$	72.74
Information Technology Supervisor	\$	64.20	\$	65.17	\$	66.14
Intern - General	\$	18.90	\$	19.18	\$	19.47
Network Systems Analyst	\$	64.18	\$	65.14	\$	66.12
Organization Development and Training Manager	\$	63.62	\$	64.57	\$	65.54
Payroll Manager	\$	63.62	\$	64.57	\$	65.54
Police Information Technology Supervisor	\$	63.00	\$	63.94	\$	64.90
Program Specialist I	\$	51.04	\$	51.80	\$	52.58
Program Specialist II	\$	59.70	\$	60.59	\$	61.50
Purchasing Agent	\$	64.20	\$	65.17	\$	66.14
Purchasing Technician	\$	37.44	\$	38.00	\$	38.57
Records Management Technician	\$	39.77	\$	40.37	\$	40.98
Records Supervisor	\$	51.48	\$	52.25	\$	53.03
Revenue Manager	\$	63.62	\$	64.57	\$	65.54
Revenue Operations Supervisor	\$	55.42	\$	56.25	\$	57.09
Risk Management Analyst	\$	58.64	\$	59.52	\$	60.41
Risk Manager	\$	78.01	\$	79.18	\$	80.36
Safety and Training Coordinator	\$	56.69	\$	57.54	\$	58.41
Senior Administrative Assistant	\$	34.18	\$	34.69	\$	35.21
Senior Buyer	\$	50.85	\$	51.61	\$	52.38
Senior Customer Service Representative	\$	40.57	\$	41.18	\$	41.79
Senior Information Technology Technician	\$	57.20	\$	58.06	\$	58.93
Senior Planner	\$	65.68	\$	66.66	\$	67.66
Senior Programmer/Analyst	\$	64.18	\$	65.14	\$	66.12
Senior Water Resources Planner	\$	72.79	\$	73.88	\$	74.99
Skilled Maintenance Worker	\$	36.82	\$	37.37	\$	37.93
Storekeeper	\$	39.87	\$	40.47	\$	41.07

Stores Specialist	\$	42.01	\$	42.64	\$	43.28
Supervising Accountant	\$	64.20	\$	65.17	\$	66.14
Supervising Engineer	\$	72.97	\$	74.06	\$	75.17
Supervising Land Surveyor	\$	72.97	\$	74.06	\$	75.17
Supervising Planner	\$	72.79	\$	73.88	\$	74.99
Survey Associate	\$	62.81	\$	63.76	\$	64.71
Technical Services Division Manager	\$	83.03	\$	84.27	\$	85.54
Technology Application Specialist	\$	55.27	\$	56.10	\$	56.94
Wastewater Operator I	\$	48.99	\$	49.73	\$	50.47
Wastewater Operator II	\$	51.46	\$	52.23	\$	53.02
Wastewater Operations Supervisor	\$	56.69	\$	57.54	\$	58.41
Wastewater Operator Trainee	\$	38.48	\$	39.06	\$	39.64

CONSUMER REPORTING AGENCY

CONSUMER REPORTING AGENCY NAME: Employment Screening Resources

CURRENT RATE FOR:

- a. DEPARTMENT OF MOTOR VEHICLES CHECK \$3.00
- b. CREDIT REPORT \$7.00

NOTE: DMV check or Credit Report would only be used if there was a nexus between the report and the assignment.

BILLING RATE FOR "PAYROLL SERVICE"

This is a rate the temporary agency will charge in the instance where the City requests that an individual, who has been recruited, screened and selected by the City, work at the City as an agency employee.

THE PROPOSED BILLING RATE FOR "PAYROLL SERVICE": 34 %

NOTE: This rate above is a percentage markup over an hourly wage to be paid the employee as determined by the City and agreed upon by the Contractor.