



October 11, 2018

Personal & Confidential

AMANDA WELLS
CITY OF RIALTO
246 SOUTH WILLOW AVE
RIALTO, CA 92376-6406

Job Order Number: 01240-0010673538

Dear Amanda,

Thank you for selecting OfficeTeam Salaried Professional Service to meet your staffing needs. Samuel Perez is scheduled to start with City of Rialto as an Auditing Clerk on 10-10-2018. As agreed, we will invoice your firm at the rate of \$48.79 per hour. If applicable, overtime will be billed at 1.50 times such rate. Please find the enclosed General Conditions of Engagement and Terms of Payment for your review.

Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the enclosed General Conditions of Engagement and Terms of Payment.

OfficeTeam Salaried Professional Service provides highly skilled office and administrative support professionals for recurring projects or long-term interim work when staff continuity is imperative. We are a division of Robert Half International Inc., the world's leader in specialized consulting and staffing services since 1948.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

OfficeTeam Salaried Professional Service
2280 Market Street
Suite 220
Riverside, CA 92501
(800) 804-8367

GENERAL CONDITIONS OF ENGAGEMENT – SALARIED PROFESSIONALS

Thank you for your confidence in *OfficeTeam Salaried Professional Service*. Our professional is assigned to you under the following General Conditions of Engagement and the enclosed Terms of Payment.

Scope of Engagement	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the engagement. You shall not permit our professional to perform services remotely (e.g., on premises other than your or your customer's premises), or using computers or other electronic devices, software or network equipment owned or licensed by our professional.</p> <p>It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of <i>OfficeTeam Salaried Professional Service</i>.</p>
Client's Responsibility	<p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>OfficeTeam Salaried Professional Service</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings only if they are described in a signed, written amendment to these General Conditions of Engagement.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. Under no circumstances will you permit our professional to have contact with minors or with adults with reduced mental capacity. If this engagement is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the engagement. Under no circumstance will <i>OfficeTeam Salaried Professional Service</i> be responsible for any claim related to the engagement, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the engagement.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Engagement contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Engagement or to assume additional responsibilities other than those set forth in these General Conditions of Engagement</p>

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Date: 10-10-2018

SALARIED PROFESSIONALS

TERMS OF PAYMENT

Thank you for your confidence in *OfficeTeam Salaried Professional Service*. Our professional for the engagement of Auditing Clerk is Samuel Perez. The engagement will start on 10-10-2018. As agreed or otherwise communicated, we will invoice your firm at the rate of \$48.79 per hour. Should you wish to use our professional for other engagements, please let us know. The hourly billing rate may then change to reflect the experience necessary to complete the engagement. Call *OfficeTeam Salaried Professional Service* for any changes in the engagement.

Our professional is assigned to you under the following Terms of Payment:

Guarantee	<i>OfficeTeam Salaried Professional Service</i> guarantees your satisfaction with our professional's services by extending to you a 37.5 hours guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>OfficeTeam Salaried Professional Service</i> will not charge for the first 37.5 hours worked, provided that <i>OfficeTeam Salaried Professional Service</i> replaces the individual assigned. Unless you contact us before the end of the first 37.5 hours guarantee period, you agree that our professional assigned is satisfactory.
Time Sheet	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Engagement and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>OfficeTeam Salaried Professional Service</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
Hiring the Person Referred to You	<p>Our professionals are full-time, salaried employees of <i>Robert Half Financial Services Salaried Professional Service</i>, and clients are discouraged from directly hiring our professionals. You agree to seek our permission before you hire our professional. You also agree to pay a conversion fee if you hire our professional, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 50% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>
Employment Taxes and Withholdings	<i>OfficeTeam Salaried Professional Service</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
General Conditions	<p><i>OfficeTeam Salaried Professional Service</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>OfficeTeam Salaried Professional Service</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Engagement, a copy of which has been provided. We reserve the right to re-assign our professional.</p>

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