

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Apr 10, 2014

Action Requested By: Landscape Management

Agenda Type: Resolution

Subject Matter:

Standard Services Agreement between ManpowerGroup US Inc. and the City of Huntsville,Alabama for Manpower to provide staffing service to hire and process seasonal employees.

Exact Wording for the Agenda:

Standard Services Agreement between ManpowerGroup US Inc. and the City of Huntsville,Alabama.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

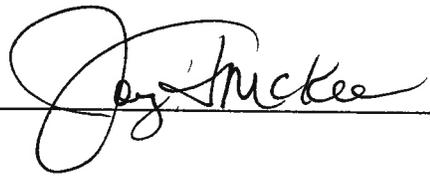
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Standard Services Agreement between ManpowerGroup US Inc. and the City of Huntsville,Alabama for Manpower to provide staffing service to hire and process seasonal employees.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 4-8-14

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Landscape Management

Council Meeting Date: 4/10/2014

Department Contact: Joy H. McKee

Phone # 256-427-5048

Contract or Agreement: Standard Services Agreement between ManpowerGroup US Inc. and the City o...

Document Name: Standard Services Agreement between ManpowerGroup US Inc. and the City of Hunt...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number: 01-0000-3025-0000

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating	<i>Joy H. McKee</i>	4-3-14
2) Legal	<i>Therese Cates</i>	4-3-14
3) Finance	<i>[Signature]</i>	4/3/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and the ManpowerGroup US Inc , on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Standard Services Agreement between ManpowerGroup US Inc. and the City of Huntsville, Alabama for Manpower to provide staffing service to hire and process seasonal employees.” consisting of five (5) pages plus exhibit pages (A) and (B) attached, and the date of April 10, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 10th day of April, 2014.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 10th day of April, 2014.

Mayor of the City of
Huntsville, Alabama



STANDARD SERVICES AGREEMENT

ManpowerGroup US Inc., a Wisconsin corporation with its principal office located at 100 Manpower Place, Milwaukee, Wisconsin 53212, and applicable subsidiaries and affiliates ("Manpower"), and City of Huntsville (Landscape Management Division), a state of AL municipality with its principal office located at 308 Fountain Circle Huntsville, AL 35801 ("Client"), in consideration of the mutual covenants contained herein, agree to the terms and conditions set forth in this Staffing Services Agreement (the "Agreement"), effective as of the 6th day of March, 2014 ("Effective Date").

1. DUTIES OF MANPOWER

- a. Provision of Staffing Services. Manpower will provide to Client the staffing services specifically listed in Exhibit A and generally described as follows ("Staffing Services"): recruiting, interviewing and/or screening candidates; providing offers of employment to qualified candidates when appropriate; assigning candidates that have accepted employment with Manpower who, in Manpower's judgment, are best qualified to perform the type of work described by Client ("Assigned Employees") and removing any Assigned Employee at the request of Client for any lawful reason. In addition, on behalf of all Assigned Employees, Manpower will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; establish and contribute to such benefit programs as Manpower deems appropriate; make employer shared responsibility payments required under the Affordable Care Act ("ACA"); make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that Manpower has agreed to pay ("Employer Obligations"). For purposes of the ACA, Manpower will treat all Assigned Employees as common-law employees of Manpower and shall fully comply with the ACA. The Assigned Employee(s) will perform the work on behalf of Client at the locations within the United States specified on Exhibit A.
- b. Worker's Compensation Insurance. Manpower will provide worker's compensation insurance coverage for Assigned Employees (except as provided in Section 6).
- c. Screening. Manpower will screen the Assigned Employees based on the specific checks and tests set forth on Exhibit A, if any, the actual cost of which will be passed through to Client.
- d. Guarantee. In the event that Client is not satisfied with the performance of any Assigned Employee, then, upon Client's request, Manpower will remove the Assigned Employee with whom Client is not satisfied from the assignment, relieve Client of the obligation to pay for the number of hours specified on Exhibit A and worked by the same Assigned Employee, and use its best efforts to provide a replacement Assigned Employee as soon as practicable (the "Limited Warranty"). The Limited Warranty described herein shall be Manpower's sole obligation to Client and Client's exclusive remedy with respect to any nonconformity or deficiency in services, work product or deliverables furnished to Client.
- e. Employee Waiver. Manpower will require Assigned Employees to sign an agreement (a sample of which is set forth as Exhibit B) stating that Assigned Employees will not be entitled to benefits offered or provided by Client to its own staff, a copy of which is available upon request.

2. DUTIES OF CLIENT

- a. Supervision of the Work. Client agrees to supervise and control the work, premises, processes and systems to be performed by Assigned Employees and to review and approve the corresponding work product. In addition, Client will control the development, quality and implementation of the work product. Manpower is the employer of the Assigned Employees and will remain responsible as the employer with respect to the Employer Obligations outlined above.
- b. Accurate Job Description. Client will provide Manpower with a job description that accurately summarizes the primary duties of all Assigned Employees. This job description will be provided to Manpower prior to the Assigned Employee's commencing his or her assignment. Client will not make material changes in any Assigned Employee's job duties or risks without Manpower's prior written approval. Client will not entrust any Assigned Employee with unattended property or valuables, such as cash, negotiable instruments, keys, merchandise and confidential or trade secret information, other than as is strictly required by the job description provided to Manpower.
- c. Client Benefits. Client will not offer or promise any Assigned Employee compensation or benefits under any Client-provided plan, and Client will exclude Assigned Employees from any Client-provided plan whenever possible.
- d. Driving. Client will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of work for Client, other than as is clearly required by the job description provided to Manpower. In the event Client permits a Manpower Assigned Employee to drive a vehicle, regardless of ownership, in connection with the performance of work for Client, Client accepts full responsibility for the equipment, cargo and any claims (other than direct claims for Worker's Compensation) arising from the use of such vehicle by the Manpower Assigned Employee, notwithstanding Section 6(a). The parties understand that the client self-insures and does not maintain separate Automobile Liability insurance with limits of at least \$1,000,000/\$2,000,000 Bodily Injury and \$1,000,000 Property Damage per occurrence.
- e. Provision of Equipment, Supplies and Training. Client shall provide Assigned Employees with all equipment, facilities and supplies reasonably necessary for them to perform their duties hereunder. Client shall train Assigned Employees with regard to all Client

policies and procedures that may be adopted or implemented from time to time which, in Client's judgment, will enable Assigned Employees to successfully perform their specific job duties.

- f. Notification of Complaints and Incidents. Client agrees to immediately inform Manpower of all formal and informal complaints, allegations, accidents, or incidents relating to any Assigned Employee's misconduct or workplace safety violation of which the Client becomes aware, regardless of the source, including, but not limited to, allegations of sexual harassment, discrimination, violations of the Occupational Safety and Health Act, or threats of violence. To the extent commercially reasonable, Client shall provide a complete and accurate disclosure of all circumstances surrounding such matters.

3. MUTUAL DUTIES

- a. Regular Review Meetings. Both parties will meet at regularly and mutually acceptable times to discuss the performance of this Agreement.
- b. Cooperation. The parties agree to cooperate fully and to provide assistance to each other in the investigation and resolution of any complaints, claims, actions or proceedings which may be brought by or involve any Assigned Employee. The parties agree to immediately notify each other of any injury or accident occurring while Assigned Employees are performing work for Client and any claim for worker's compensation benefits involving Assigned Employees.
- c. Safety and OSHA Compliance. Client will provide all Assigned Employees with a safe worksite and will provide information, training and safety equipment with respect to any hazardous substances or conditions to which Assigned Employees 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 Assigned Employees 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 Assigned Employees 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.
- d. Confidentiality. Both parties acknowledge that they may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing hereunder or as required by law. Manpower will require Assigned Employees to sign an agreement including language consistent with the foregoing, a copy of which is available upon request.
- e. Compliance with Law. Manpower shall comply with all applicable national, state and local laws and regulations governing the provision of Staffing Services and Manpower's business generally. Client shall comply with all applicable national, state, and local laws and regulations governing the work product, performance of work by Assigned Employees and the Client's business generally. Manpower will maintain in effect during the term of this Agreement any and all federal, state and/or local licenses and permits that may be required of staffing employers generally. Client will maintain at its expense such licenses and permits as may be required by applicable authorities in order to engage in Client's business, and if Manpower is requested to obtain these types of permits and/or licenses on behalf of Client, the cost thereof will be billed to Client. The parties agree to comply with all applicable data privacy laws.

4. PAYMENT

- a. Payment. Client agrees to pay Manpower for its Staffing Services hereunder at the rates set forth on Exhibit A and also agrees to pay any additional costs or fees set forth in this Agreement. Client understands and acknowledges that such rates include payroll burden costs, which represent the allocated share of estimated Employer Obligations. Manpower will invoice Client weekly at the address set forth above. Payment will be due upon receipt of invoice. Amounts invoiced for work performed by Assigned Employees will be calculated on the basis of hours shown on Manpower time slips. Time slips will be in either paper or electronic format as determined by Manpower. Client or Client's designated representative will approve Manpower time slips, certifying that the hours shown are correct and authorizing Manpower to bill Client for the hours worked by the named Assigned Employee. If Client or Client's designated representative are unavailable to approve time slips, Manpower is authorized to approve such time slips and such signed time slips will be conclusive as to the number of compensable hours worked by each Assigned Employee for that workweek, provided that Client will have thirty (30) days to contest any inaccuracies in such time slips. Client agrees that it will not request or require that Assigned Employees work any hours not recorded on a time slip.
- b. Additional Payment Terms.
 - (1) Rate Increases. If Manpower is required to increase wage and/or payroll burden costs at any time during the term of this Agreement as the direct result of any determination, order or action by any applicable federal, state or local governmental authority including prevailing wage and benefit requirements, or in order to meet Employer Obligations, Client will reimburse Manpower at cost for any such increase or equitable adjustment. Penalties or fines imposed pursuant the ACA shall not be directly included as a rate increase or passed through to the Client.
 - (2) Notice of Government Requirements. Client agrees to notify Manpower immediately whenever any Assigned Employee will perform work pursuant to a government contract covered by the Service Contract Act of 1965, the Davis Bacon Act and Related Acts or any applicable federal, state or local governmental requirement and to pay Manpower the price differential or equitable adjustment associated with any wage determinations under such government contract.
 - (3) Payment for Overtime. The pricing provided on Exhibit A does not contemplate non-exempt Assigned Employees (as "non-exempt employee" is defined in the Fair Labor Standards Act or relevant state law) working overtime. Client certifies that Assigned Employees will not work more than 40 hours in any one work week without Manpower's prior written consent and Client's supervisors will keep accurate records of the number of hours worked by each Assigned Employees in order to prevent an

Assigned Employee from working more than 40 hours per week. If an Assigned Employees is approved to work more than forty (40) hours in any one work week, Manpower will be paid for the additional hours at a rate of one and one-half times the Assigned Employee's straight-time bill rate. The overtime rate will also apply, when required by a government contract or applicable law or regulation, for work in excess of eight (8) hours in any one day. In jurisdictions in which other overtime or double-time obligations are imposed by statute or regulation, Manpower will bill at the bill rate for overtime that Manpower must pay its employees. Hours, if any, required to be paid at premium rates will be included on time slips and approved in accordance with Section 4(a) above.

- (4) Reimbursement for Expenses. In the event that an Assigned Employee is required to incur business and/or travel expenses, such expenses will be paid by Manpower and reimbursed to Manpower by Client at Manpower's actual cost.
 - (5) Sales Tax. Any sales, use, excise or other such tax levied as a result of performance hereunder will be paid by Client.
- c. Conversion. In the event Client hires any Assigned Employee as Client's employee, engages any Assigned Employee as an independent contractor, 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 will pay to Manpower, within thirty (30) days from receipt of invoice, the conversion fee set forth on Exhibit A.

5. TERM AND TERMINATION

- a. Term. This Agreement will be for a term of one (1) year from the Effective Date of this Agreement and may be renewed upon the mutual agreement of the parties.
- b. Termination for Convenience. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.
- c. Termination for Cause. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement.
- d. Effect of Termination. Upon termination of this Agreement, Manpower will promptly provide an invoice to Client for all fees incurred by Client under this Agreement. Client will pay all amounts set forth on the invoice within thirty (30) days of receipt.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. To the extent permitted by law, Manpower agrees to defend, indemnify and hold Client and its parent, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, damages, losses, expenses, taxes, penalties and liabilities to the extent caused by the negligence, gross negligence, recklessness or willful misconduct of Manpower or Manpower's officers, employees or authorized agents or by Manpower's breach of this Agreement.
- b. To the extent permitted by law and subject to the limitations of liability set forth in State Law, Client agrees to defend, indemnify and hold Manpower and its parent, subsidiaries, directors, officers, agents, representatives and employees ("Manpower Indemnitees") harmless against any and all claims, losses, liabilities, expenses, taxes and penalties, to the extent caused by the negligence, gross negligence, recklessness or willful misconduct of Client or Client's officers, employees or authorized agents or by Client's breach of this Agreement and further agrees, notwithstanding any indemnification obligation under subsection (a) above, to defend, indemnify and hold any Manpower Indemnitee harmless against any and all claims, losses and liabilities that arise from the acts or omissions of any Assigned Employee taken at Client's direction or Client's failure to supervise Assigned Employees in accordance with its obligations under Section 2(a) or use of any vehicle, regardless of ownership, by an Assigned Employee.
- c. **NEITHER PARTY SHALL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).**
- d. The parties agree that this Section 6 is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other. The parties each agree to promptly inform the other after its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice, provided, however, that the indemnitee shall have the right to approve the indemnitor's selection of counsel, such approval not to be unreasonably withheld.

7. INSURANCE

- a. Manpower Insurance. Within a reasonable period of time after the execution of this Agreement, Manpower will deliver to Client copies of certificates of the insurance policies described below. Manpower shall have the City of Huntsville added as an Additional Insured on the Comprehensive General Liability insurance policy and such shall be reflected on the certificates of insurance to the extent of Manpower's liability under this Agreement. Manpower will maintain all such insurance policies in full force and effect at all times during the performance of this Agreement.
 - (1) Workers' Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of at least \$500,000 for each accident or disease.
 - (2) Comprehensive General Liability and Property Damage Insurance, including coverage for products and completed operations, with limits of at least \$2,000,000 for each occurrence.

- (3) Excess Automobile Liability Insurance, covering any non-owned automobiles, with limits of at least \$1,000,000 for each occurrence. This coverage shall apply only to Assigned Employees who operate vehicles that are not owned, leased or rented by Client.
- (4) Umbrella Coverage with limits of at least \$20,000,000 per occurrence following the forms of the underlying insurance policies.

- b. Insurance of Manpower Subcontractors. Manpower will require all its secondary vendors to carry, at a minimum, Worker's Compensation Insurance as required by the states in which they operate, Comprehensive General Liability and Property Damage Insurance, and Excess or Umbrella Coverage, in accordance with Manpower's subvendor program requirements. In the event that Client requires Manpower to use a designated subcontractor, Manpower shall not be responsible for any liability.

8. ASSIGNMENT OF INTELLECTUAL PROPERTY TO CLIENT

- a. Any discoveries, inventions, concepts or ideas (including improvements and modifications thereto) made or conceived solely or jointly with others by any Assigned Employee in connection with work to be performed hereunder will be the property of Client as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. §§ 101, *et seq.* To the extent any discovery, invention, concept or idea will be determined not to be a "work made for hire," Manpower hereby assigns, and agrees to assign, to Client, all right, title and interest in such discovery, invention, concept or idea, including the copyright therein. Client will have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries, inventions, concepts or ideas.
- b. At the expense of Client, Manpower will provide to Client or, to the extent of its ability to do so, require Assigned Employees to provide to Client all documents, information and assistance requested to establish or enforce its rights hereunder. Manpower will require Assigned Employees to sign an agreement including language consistent with the foregoing, a copy of which is available upon request.

9. MISCELLANEOUS

- a. Survival of Certain Provisions. Except as expressly set forth herein, those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement will remain in full force and effect and survive such termination or non-renewal.
- b. Severability. Each provision of this Agreement will be considered severable such that if any one provision or clause conflicts with or may not be given full effect because of existing or future applicable law, this will not affect any other provision which can be given effect without the conflicting provision or clause.
- c. Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire understanding between the parties, and supersede all prior agreements and understandings relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both parties. Client represents that in executing this Agreement, Client did not rely on any inducements, promises or representations by Manpower other than the terms specifically set forth in this Agreement.
- d. Headings. The headings of the Sections of this Agreement are inserted solely for the convenience of reference. The headings will in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement.
- e. Waiver. The failure of a party to enforce the provisions of this Agreement will not be construed as a waiver of any provision or the right of such party thereafter to enforce any provision of this Agreement.
- f. Transferability. Neither party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this agreement or delegate any of its obligations under this agreement without the other party's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, Manpower, or its permitted successive assignees or transferees, may assign or transfer this agreement or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with, Manpower, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of Manpower, or its permitted successive assignees or transferees. Without limiting the foregoing, this agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- g. Subcontracting and Service by Franchises. Manpower may subcontract any of its obligations hereunder to secondary vendors. Manpower franchises may perform a part of Manpower's obligations hereunder.
- h. Ambiguities and Advice. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement. Client acknowledges that Manpower does not provide legal or tax advice.
- i. Counterparts. The parties may execute this Agreement in any number of duplicate originals, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signature of all the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.
- j. Independent Contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between Manpower and Client.

- k. Notices. 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 and, in the case of Manpower, sent to the attention of its Corporate Law Department.
- l. Force Majeure. Neither party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Client and/or Manpower), fire, riot, war, terrorism, pandemic, acts of God or any other causes beyond the control of the non-performing party.
- m. Choice of Law and Venue. This Agreement will be governed in all respects, including validity, construction, interpretation and effect by the laws of the State of Alabama, without regard to its conflicts of law principles. The parties hereto consent to the jurisdiction of any state or federal court in Alabama for the resolution of any dispute arising from this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized signatories of Manpower and Client on the dates set forth below.

City of Huntsville Landscape Management Division
("CLIENT")

MANPOWERGROUP US INC.

Signature

Joy McKee

Printed Name

Director

Title

Date

Signature

Shirley Lemerond

Printed Name

Business Law Paralegal

Title

Date

Tommy Battle, Mayor
City of Huntsville, Alabama
4/10/2014



EXHIBIT A

1. JOB DESCRIPTIONS AND LOCATIONS*

Job Title	Job Description	Location
Laborer, 112 Associates spread among 8 different crews. Client agrees to provide all safety equipment.	April-October Season 2014 Potential Start Date of Monday April 14, 2014	Huntsville, AL

2. RATES*

Job Title	Markup Percentage of Hourly Rate
Laborer	40% of pay rate @ 10.32 per hr. Not to exceed 40 hours per associate per week.
7-10 associates to operate a riding mower.	46% of pay rate @ 10.32 per hr.

The above Rates are comprised in part of the following costs associated with Manpower's Employer Obligations and are subject to Section 4(b)(1) of the Agreement: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

3. ADDITIONAL BACKGROUND CHECKS AND TESTING

Check or Test	Specific Requirements, if Any	Cost
Criminal Record Check	GIS Quick Screen to be completed for every associate placed on assignment	\$10.00 per associate.

4. CONVERSION FEES

Manpower will receive a scaled fee calculated based on the compensation to be paid to the Assigned Employee as an employee of Client during the first (twelve) 12 months of hire by Client plus all applicable taxes. Compensation includes base gross salary to be made to the Assigned Employee during the first year of employment.

Hours on Assignment	% of Annual Compensation
0-240	20%
241-480	15%
481-720	10%
721-960	5%
961+	NO FEE

EXHIBIT B

Employment Agreement

Release of liability for background information and authorization to contact references. I hereby release all persons or entities listed on my application from all liability for damages for giving any background information to Manpower or its authorized agents. This release also extends to persons or entities having information about me that is relevant to any position for which I am considered. I also release Manpower from any liability for sharing such information with relevant parties including but not limited to branch offices, subsidiaries or Manpower clients. Finally I authorize Manpower to ask the persons or companies listed as references on my application any questions concerning my work habits, skills, or my conduct on the job, unless I have indicated on my application that I do not want the reference to be contacted.

Employment-at-will. I agree that if I am employed by Manpower, now or at any time in the future, my employment may be terminated by Manpower at any time without liability to me for wages or salary except for such wages or salary which I earned prior to the date of my termination. I understand that my employment with Manpower is at-will and that my assignment and/or employment can be terminated for any reason with or without cause and with or without notice.

Consent for physical examination if injured. I agree that if, at any time, I make claims against Manpower for personal injuries, including but not limited to, workers compensation claims, I will upon request, submit to an examination by a physician of Manpower's choice, at Manpower's expense, as often as may be requested.

Sharing information. Manpower's clients, affiliates, suppliers, subcontractors, and/or other Manpower entities may, on occasion, require information contained in any document associated with my employment with Manpower, including my social security number. I grant Manpower permission to share this information. This permission shall not apply to medical records or other records to which the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA) apply. For more information regarding Manpower's privacy practices, please request a Manpower Privacy Notice for U.S. Residents or visit our web site at us.manpower.com/privacy.

Deduction for payments made in error. In the event Manpower pays me any money in error, I hereby give Manpower permission to deduct payments from any compensation due and owing me in repayment, as permitted under state law. If a state law requires specific permission at the time the deduction is made, I agree to provide the necessary permission for payroll deductions.

Temporary assignments dependent on client need. The completion of Manpower's application process shall constitute a conditional offer of employment subject to an acceptable background check and/or a drug screen if required by a client, my availability, and the availability of client assignments calling for the skills and qualifications which I possess. I understand that completion of the application process does not guarantee that an assignment will be offered to me and that the availability of an assignment through Manpower is subject to client needs.

Availability policy. This policy only applies after you have been on at least one assignment with Manpower. To maintain employment status with Manpower, you must keep us informed as to your availability. When you complete an assignment, notify Manpower by phone within 48 hours (exceptions noted below), and then every week until you are placed on a new assignment, to inform us of your availability status. If you do not contact us, then we will consider you unavailable for work and to have voluntarily resigned from employment. (Exceptions: Associates who work in IOWA must contact Manpower within 3 working days after assignment completion. Associates who work in MICHIGAN must contact Manpower within 7 working days after assignment completion. Associates who work in MINNESOTA must contact Manpower within 5 working days after assignment completion.)

Intellectual Property. Any and all discoveries, inventions (including but not limited to improvements or modifications) or literary or other works relating to the work you perform while on assignment or suggested by matters disclosed in conjunction with your assignment, whether or not patentable, copyrightable or otherwise subject to registration or protection which are made or conceived by you, solely or jointly with others, are works made for hire and shall be the property of Manpower or its designee. You must agree to provide Manpower or its designee with a complete written disclosure of each invention, discovery, literary or other work and further agree to sign necessary documents and give Manpower or its designee all other reasonable assistance necessary to perfect and maintain whatever rights Manpower or its designee deem appropriate, without charge to Manpower or its designee but without expense to yourself.

Waiver of Manpower client benefits. In consideration of a temporary assignment with a Manpower client, I agree that I am solely an associate of Manpower for any benefits plan purposes and that I am eligible only for such benefits as Manpower may offer to its associates. I further acknowledge and agree that I am not entitled to benefits under any plans or programs offered by a Manpower client (or its parents, affiliates, subsidiaries, or successors), regardless of the length of my assignment with a Manpower client, and regardless of whether I am held to be a common-law employee of a client for any purpose. THEREFORE, WITH FULL KNOWLEDGE AND UNDERSTANDING, I HEREBY EXPRESSLY WAIVE ANY CLAIM OR RIGHT THAT I MAY HAVE NOW OR IN THE FUTURE, TO ANY SUCH BENEFIT, INCLUDING BUT NOT LIMITED TO, 401(K) AND OTHER SAVINGS PLANS, STOCK PURCHASE, PENSION, DEFERRED COMPENSATION, TRAVEL REIMBURSEMENT, SEVERANCE, FLEXIBLE BENEFITS, LIFE INSURANCE, SHORT-TERM AND LONG-TERM DISABILITY PLANS, AND I HEREBY WAIVE MY RIGHTS TO RECEIVE ANY SUCH BENEFITS. THIS WAIVER DOES NOT APPLY TO ANY BENEFITS PREVIOUSLY ACCRUED UNDER THE CLIENT'S BENEFITS PLANS.

Authorization to transfer records. I authorize Manpower to transfer my employment records between offices, whether branch or franchise owned, based on my request, my relocation, or another business factor.

Information true and correct. I hereby certify that the information provided in the application is true and correct. I understand that my employment may be terminated immediately upon discovery that any information is false.

I hereby certify that I have read the terms of this Employment Agreement, I understand them, and I hereby agree to these terms.

Signature:

Date: