



## Municipal Staffing Agreement

**GOVERNMENT STAFFING SERVICES, INC.**, dba **MuniTemps**, serving all municipalities from its principal offices at **14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638**, **MAILING ADDRESS: PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **City of Murrieta**, with its principal office located at **1 Town Square, Murrieta, CA 92562** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "AGREEMENT").

### Preamble

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

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

### STAFFING FIRM's Duties and Responsibilities

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

### CITY's Duties and Responsibilities

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



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

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

- 3. CITY authorizes its Accounts Payable staff to pay STAFFING FIRM invoices every two weeks **due within 45 days** when supported by an approved bi-weekly timesheet or email certification of hours worked, signed by authorized CITY staff, at the hourly bill rates set forth on the **Exhibit A (Final)** attached to this Agreement. STAFFING FIRM shall email invoices to CITY for services provided under this Agreement on a **biweekly** basis. CITY shall review and approve STAFFING FIRM timesheets as stated in 2.f above to allow Assigned Employees to be paid timely every two weeks
- 4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to other CITY Departments if so directed by the CITY. CITY will notify STAFFING FIRM within 10 days of date of receipt of invoice.
- 5. STAFFING FIRM may assign two classes of Employees to CITY: (1) **Overtime Exempt**, which are employees exempt from overtime pay, and (2) **Overtime Eligible**, which must be paid overtime and or double time pay, depending on the work schedule STAFFING FIRM employee is assigned to work at the CITY. The Bi-Weekly invoice for exempt employee bills all hours at a flat rate as approved in the attached **Exhibit "A" (Final)**. The Bi-Weekly invoice for non-exempt employees is billed at an hourly rate as shown in the attached **Exhibit "A" (Final)**. The hourly bill rate for non-exempt employees will be **billed at premium bill rates only if CITY directs Assigned Employees to work "outside" the work schedule approved in advance and in writing by CITY and STAFFING FIRM**, which would trigger the overtime or double time hours at the premium bill rates approved by CITY in advance in the attached **Exhibit "A" (Final)**.

**Confidential Information**

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



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**Cooperation**

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

**Indemnification and Limitation of Liability**

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

**Miscellaneous**

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




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

**Term of Agreement**

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

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

<b>CITY OF MURRIETA</b>	<b>GOVERNMENT STAFFING SERVICES, INC.</b>
<i>Justin Clifton</i>	
Signature	Signature
Justin Clifton	John Herrera
Printed Name	Printed Name
City Manager	President / CEO
Title	Title
December 16, 2025	12/12/2025
Date	Date