



**SPECIAL MEETING OF THE GOVERNING BODY OF  
RICE, TEXAS**

**Tuesday, June 22, 2021**

**10:00 AM**

**Rice City Hall**

**305 N. Dallas Street**

**Rice, TX 75155**

**AGENDA**

1. Roll Call
2. Pledge of Allegiance
3. Prayer
4. Public Forum
5. Public Hearing
6. Discuss, deliberate and consider appointing a person to serve the remainder of the term for the vacancy created by the resignation of Council Member Billy Perry on the City Council.
7. Discuss and consider contract with Manpower to assist in the hiring of staff.
8. Adjourn



Item Title: Discuss, deliberate and consider appointing a person to serve the remainder of the term for the vacancy created by the resignation of Council Member Billy Perry on the City Council.

Summary:

Background:



Item Title: Discuss and consider contract with Manpower to assist in the hiring of staff.

Summary:

Background:

**ATTACHMENTS:**

Description	Type
Manpower Contract	Exhibit



**FAST TRACK AGREEMENT (PURCHASE ORDER)**

**CLIENT INFORMATION ("CLIENT"):**

<b>Company Name:</b> City of Rice	<b>Phone:</b> 903-326-7500	
<b>Contact Name:</b> Nicole Jackson	<b>Title:</b> Mayor	
<b>Street Address:</b> 305 North Dallas Street		
<b>City:</b> Rice	<b>State:</b> Texas	<b>Zip:</b> 75155
<b>Billing Address (If different than above):</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>

**MANPOWERGROUP INFORMATION:**

<b>Branch Manager Name:</b> Kim Prowell	<b>Account Manager Name:</b>	
<b>Phone:</b> (903) 872 1775	<b>Phone:</b>	
<b>Street Address:</b> 122 South 12th St, Suite 104		
<b>City:</b> Corsicana	<b>State:</b> TX	<b>Zip:</b> 75110
<b>Effective Date:</b> June 17, 2021		

**ACKNOWLEDGED AND ACCEPTED:**

ManpowerGroup US Inc., a Wisconsin corporation with its principal office located at 100 Manpower Place, Milwaukee, Wisconsin 53212, on behalf of itself and its affiliates and subsidiaries (each an "Affiliate," and collectively, "ManpowerGroup"), as set forth in an applicable statement of work or assignment order, and Client, as defined above, in consideration of the mutual covenants contained herein, agree to the Terms and Conditions attached hereto and incorporated in this Purchase Order (the "Order") as of the Effective Date above.

The undersigned representatives, with the authority to enter into and execute this document, have read, understand, and agree to the terms of this Order.

Client

ManpowerGroup US Inc.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

Printed Name / Title

Printed Name / Title



## TERMS AND CONDITIONS

1. **Services.** ManpowerGroup will provide Assigned Employee(s) to perform work on behalf of the Client and at the Client's direction. ManpowerGroup will provide the staffing services generally described as follows: recruiting, interviewing and/or screening candidates; providing offers of employment to qualified candidates when appropriate; assigning candidates who have accepted employment with ManpowerGroup who, in ManpowerGroup's judgment, are qualified to perform the type of work described by Client ("Assigned Employees") and removing any Assigned Employees at the request of Client for any lawful reason. In addition, on behalf of all Assigned Employees, ManpowerGroup will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; establish and contribute to such benefit programs as ManpowerGroup 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 ManpowerGroup has agreed to pay ("Employer Obligations"). For purposes of the ACA, ManpowerGroup will treat all Assigned Employees as common-law employees of ManpowerGroup. ManpowerGroup will screen the Assigned Employees based on the specific checks and tests set forth above, if any, the actual cost of which will be passed through to Client. 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." ManpowerGroup Assigned Employees are not entitled to benefits offered or provided by Client to its own staff. The Assigned Employee(s) will perform the work on behalf of Client at the locations within the United States specified within the relevant statement of work ("SOW").

2. **Limited Warranty.** In the event that Client is not satisfied with the performance of any Assigned Employee, then upon Client's written request, ManpowerGroup 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 of work specified within the relevant SOW and performed 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 ManpowerGroup'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.

3. **Payment.** ManpowerGroup is solely responsible for compensating the Assigned Employee for the work performed. Client agrees to pay ManpowerGroup for its staffing services and any other costs or fees at the rate(s) set forth above. Client understands and acknowledges that such rates include payroll burden costs, which represent the allocated share of estimated Employer Obligations. ManpowerGroup will invoice Client weekly at the address set forth above. Payment will be due within ten (10) days upon receipt of invoice. ManpowerGroup may charge interest at the rate of one and one-half percent (1 1/2%) per month on any amounts past due. Any late invoicing by ManpowerGroup shall not affect Client's obligation to pay for services rendered. Amounts invoiced for work performed by Assigned Employees will be calculated on the basis of hours shown on ManpowerGroup time records. Client or Client's designated representative will approve ManpowerGroup time slips within forty-eight (48) hours of receipt, certifying that the hours shown are correct and authorizing ManpowerGroup 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 within forty-eight (48) hours, ManpowerGroup 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 Employee work any hours not recorded on a time slip. If ManpowerGroup is required to increase wage and/or payroll burden costs at any time during the term of this Order as the direct result of any determination, order or action by any applicable federal, state or local governmental authority, including, but not limited to, paid sick leave, prevailing wage and benefit requirements, or in order to meet Employer Obligations, Client will reimburse ManpowerGroup for any such increase or equitable adjustment. Any sales, use, excise or other such tax levied as a result of performance hereunder will be paid by Client. 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.

4. **Term/Termination.** The term length of this Order will be one (1) year from the Effective Date specified above and will continue thereafter on a month to month basis until the Order is terminated pursuant to this section. Either Party may terminate this Order without cause upon thirty (30) days written notice to the other Party. Notwithstanding any other provision of this Order, either party may terminate this Order 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 Order. Upon termination of this Order, ManpowerGroup will promptly provide an invoice to Client for all fees incurred by Client under this Order and Client will pay all amounts set forth on the invoice within thirty (30) days of receipt. Termination of this Order shall terminate all assignments. Notwithstanding any period of performance set forth herein, either Party may terminate an assignment upon reasonable prior written notice, which may be sent via email.

5. **Client's Responsibilities.** Client agrees to supervise and control the work, premises, processes and systems to be performed by Assigned Employee(s) and to review and approve the corresponding work product. In addition, Client will control the development, quality and implementation of the work product and provide the Assigned Associates with a safe workplace environment. Client will provide ManpowerGroup with a job description that accurately summarizes the primary duties of all Assigned Employees. This job description will be provided

to ManpowerGroup 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 ManpowerGroup'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 ManpowerGroup. 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.

6. **Compliance with Laws.** ManpowerGroup shall comply with all applicable national, state and local laws and regulations governing the provision of Services and ManpowerGroup'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. The parties agree to comply with all applicable laws regarding non-discrimination in employment, fair labor standards and data privacy.

7. **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. During the term of this Order and for one (1) year thereafter, both parties agree to take reasonable measures 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. Upon the expiration or termination of this Order each Party will return (or, if requested, destroy) the confidential information of the other Party in its possession at the time of termination or expiration.

8. **Mutual Indemnification.** To the extent permitted by law, the Parties agree to defend, indemnify and hold each other and their respective parents, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, losses, taxes, penalties and liabilities to the extent caused by their respective negligence, gross negligence, recklessness or willful misconduct or breach of this Order.

9. **Limitation of Liability.** 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 Order or in connection with this Order, including but not limited to the acts or omissions of any Assigned Employee and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise). ManpowerGroup's liability for damages hereunder, regardless of the form of action, shall not exceed per claim and in the aggregate the total amount paid under this Order. Neither Party may bring action or institute a proceeding against the other Party more than one (1) year after the event giving rise to such claim.

10. **Insurance.** ManpowerGroup will maintain in force during the term of this Order insurance coverage as follows: (i) Workers' Compensation - Statutory with limits as prescribed by applicable state law and Employer's Liability with limits of \$500,000, per accident and in the aggregate; (ii) 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; and (iii) 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. Upon written request, ManpowerGroup will deliver to Client copies of certificates of the insurance policies described herein.

11. **Miscellaneous.** This Order contains the entire understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. No provision of this Order 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 Order, Client did not rely on any inducements, promises or representations by ManpowerGroup other than the terms specifically set forth in this Order. Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Order or delegate any of its obligations under this Order without the other Party's prior written consent, except that either party may assign or transfer this Agreement or delegate any rights or obligations thereunder without consent in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership. Except as expressly provided herein, those provisions of this Agreement that by their terms extend beyond the termination hereof will remain in full force and effect and survive such termination, including without limitation Sections 3, 4, 7, 8, 9 and 10. ManpowerGroup may provide services directly or through Affiliates and/or may subcontract any of its obligations hereunder. 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 ManpowerGroup), fire, riot, war, acts of war (declared or not), insurrections, civil commotion, terrorism, pandemic, natural disaster, acts of God or any other causes beyond the control of the non-performing party. All notices to a Party required under this Order must be in writing to the Party's address above. This Order will be governed in all respects by the laws of the State of Wisconsin, without regard to its conflict of laws principles. The parties consent to the jurisdiction of any state or federal court in Wisconsin for the resolution of any disputes in connection with this Order.

The Parties represent and warrant that they have full corporate power and authority to execute this Order and to perform their obligations hereunder, and that the person whose signature appears above is fully authorized to execute this Order on behalf of the Party that such person represents.



**STATEMENT OF WORK # \_\_\_ N/A \_\_\_ (Staffing Services)**

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

Job Classification	Location
Clerical/Admin	Rice, TX
Industrial	Rice, TX

\* If the parties decide to change the scope of the Order by, for example, adding or deleting jobs or locations, they must execute an amendment to this Order reflecting the intended change. Manpower reserves the right not to provide an Assigned Employee or candidate for any reason.

**2. RATES\***

Job Classification	Markup Percentage of Hourly Rate
Clerical/Admin	45%
Industrial	50%

\* The above Rates are comprised in part of the costs associated with Manpower's Employer Obligations and are subject to Section 3 of the Order. Further, the above Rates are also based upon Client committed volumes and existing market conditions. In the event the committed volumes are not achieved by Client or existing market conditions change, the above Rates are subject to change.

**3. ADDITIONAL BACKGROUND CHECKS AND TESTING**

Required Y/N	Check or Test	Requirements, If Any	Cost
Y	Criminal Record Check	SSN Trace + 7 year history county criminal search	Included in markup
Y	Drug Tests	6 panel Oral where allowed by law	Included in markup
Y	Credit Check	Only for Admin and Finance Positions	Included in markup

**4. ADDITIONAL DETAILS**

Description	Details
Payment for Overtime	The pricing provided above 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. If Assigned Employee works more than forty (40) hours in any one work week, Manpower will be compensated by Client for the additional hours at a rate of one and one-half times the Assigned Employee's straight-time bill rate. Likewise, if the Assigned Employee works more than eight (8) hours in any one day in a jurisdiction that requires overtime pay to employees in such circumstance, or in jurisdictions in which other overtime or double-time obligations are imposed by statute or regulation, Manpower will be compensated by Client for the additional hours by multiplying the Assigned Employee's straight-time bill rate by the same multiplier that Manpower is legally required to apply to the Assigned Employee's pay rate. Any hours required to be paid at premium rates will be included on time slips.
Limited Warranty	In the event that Manpower removes an Assigned Employee pursuant to Section 2 of the attached Terms and Conditions, Client will be relieved of the obligation to pay for the first four (4) hours of work performed by that Assigned Employee.
Additional Fees	In the event Client cancels an assignment without providing 24 hours' notice prior to the commencement of the assignment Client agrees to pay the bill rate for four (4) hours of work performed.

**5. CONVERSION/TRANSFER FEES**

If during the term of this Order, and for six months thereafter, Client permits or requests any Assigned Employee to transfer to another entity's payroll in order to perform work for Client, Client's customer or at Client's facilities, Client shall pay Manpower a one-time placement fee in the amount of \$500 for each such Assigned Employee. If during the term of this Order, and for six months thereafter, Client solicits or hires away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Order, Client shall pay Manpower a direct hiring conversion fee. Such conversion fee will be prorated based on the length of time the Assigned Employee is on assignment as referenced below:

Time on Assignment	Prorated Fee Schedule
0 to 240 Hours	100% of Permanent Placement Fee
241 to 480 Hours	75% of Permanent Placement Fee
481 to 720 Hours	50% of Permanent Placement Fee
721 + Hours	25% of Permanent Placement Fee

**6. PERMANENT PLACEMENT SERVICE DETAILS**

Description	Details
Limited Warranty	Except for a Client-initiated reduction in workforce, elimination of the position or insufficient work for candidate, if a candidate hired by Client is no longer employed by Client thirty (30) days after candidate's start date with Client and provided that Client has paid all invoices associated with such candidate, Manpower will, on a one-time basis, use its best efforts to replace the candidate at no additional cost. Nothing herein shall entitle Client to a refund of any fee paid to Manpower.
Fees	Client agrees to pay a fee if Client hires or retains a candidate, in any capacity, referred by Manpower within one (1) year after that candidate was presented to Client, regardless of whether Client learned of or could have learned of the candidate through other means. As follows is the fee payable, which is a fixed percentage of Compensation* paid by Client:
Annualized Compensation	Fee Percentage
Below - \$59,999	20%
\$60,000 - \$79,999	25%
\$80,000 and above	30%

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