

**Amendment to Agreement for  
Staffing and Professional Employment Related Services  
National Joint Powers Alliance (NJPA) Agreement #021610-MPI  
City of Lincoln and Lancaster County**

This Amendment is hereby entered into on this 7 day of February, 2014, by and between Manpower Group US Inc., 100 Manpower Place, Milwaukee, WI 53212 (hereinafter "Contractor") and Lancaster County and the City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Agreement C-13-0577, dated November 26, 2013 and D.O. 10329, dated November 19, 2013, (the "Agreement"), for Staffing and Professional Employment Related Services, National Joint Powers Alliance (NJPA) Agreement #02610-MPI, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Agreement is November 26, 2013 through March 18, 2014, with the option to renew upon written mutual consent by both parties, not to exceed the NJPA Agreement #021610-MPI; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 19, 2014 through March 18, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$15,000.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$12,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0577 and City D.O. 10329, all amendments thereto, and as stated herein, the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning March 19, 2014 through March 18, 2015.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$15,000.00 without prior approval of the Lancaster County Board of Commissioners.
3. The estimated expenditures for City Departments for the term of this renewal shall not exceed \$12,000.00 without prior approval by the City of Lincoln.
4. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 18 day of Feb, 2014

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Schorr Absent

City of Lincoln

Executed this 5<sup>th</sup> day of February, 2014

[Signature]  
Finance Director

Approved by Directorial Order No. 10668

[Signature]  
Lancaster County Attorney

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Company Name: (PLEASE PRINT)	Mandpower Group US Inc.
By: (PLEASE PRINT)	Nancy K. Boh
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Business Law Paralegal
Company Address: (PLEASE PRINT)	100 Mandpower Place, Milwaukee, WI
Company Phone & Fax: (PLEASE PRINT)	414-961-1000/414-961-6670
E-Mail Address: (PLEASE PRINT)	

53212

**5<sup>th</sup> YEAR RENEWAL OF AGREEMENT**

Made by and Between

**ManpowerGroup US Inc. (Vendor)**  
100 Manpower Place  
Milwaukee, WI 53212

and

**National Joint Powers Alliance® (NJPA)**  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930

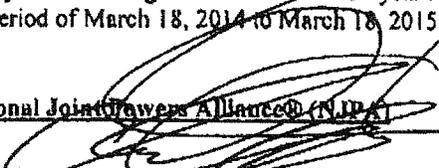
Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #021610-MPI" for the procurement of Staffing and Professional Employment Related Services, and having a maturity date of March 18, 2014, and which are subject to annual renewals and a 5<sup>th</sup> year extension at the option of both parties.

Now therefore:

Members of NJPA would benefit from exercising the fifth year option. "Vendor" and "NJPA" hereby desire and agree to exercise the 5<sup>th</sup> year renewal option for the above defined contract for the period of March 18, 2014 to March 18, 2015.

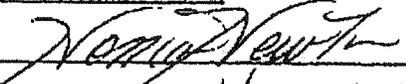
National Joint Powers Alliance® (NJPA)

By:  \_\_\_\_\_, Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 1/13/14

ManpowerGroup US Inc.

By:  \_\_\_\_\_, Its: VP + GM

Name printed or typed: Norman Newton

Date: 12-23-2013

If you do not desire to extend contract, please sign below and return this agreement.  
Discontinue: We desire to discontinue the contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

13110007

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN and  
LANCASTER COUNTY, NEBRASKA**

Staffing and Professional Employment Related Services  
National Joint Powers Alliance (NJPA) Agreement #021610-MPI

**Contractor:  
Manpower Group US Inc.  
100 Manpower Place  
Milwaukee, WI 53212  
414-906-7272**

**CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA,  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Manpower Group US Inc., 100 Manpower Place, Milwaukee, WI 53212**, hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030( c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the **National Joint Powers Alliance (NJPA) and Manpower Group US, Inc., Agreement #021610-MPI to provide Staffing and Professional Employment Related Services**, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, training, materials and equipment necessary to provide work/service and/or materials for providing the Staffing and Professional Employment Related Services for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Contract and all executed amendments between **ManpowerGroup US Inc.** and the **National Joint Powers Alliance (NJPA), Agreement #021610-MPI**, originally executed on August 30, 2010.

WHEREAS, the Contractor, in response to the Owners' request to participate in said NJPA contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the NJPA contract, with only those exceptions stated herein; and

WHEREAS, NJPA, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the contract between Manpower Group US Inc. and the National Joint Powers Alliance (NJPA), Agreement #021610-MPI, executed August 30, 2010, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide document shredding services for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning upon execution of this contract through March 18, 2014.
  - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for a term not to exceed the NJPA Agreement #021610-MPI.

- 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement or any additional amendment as agreed upon by all parties.
3. Pricing. Pricing for these services is listed in the contract between Manpower Group US Inc. and National Joint Powers Alliance (NJPA), Agreement #021610-MPI, executed August 30, 2010, a copy thereof being attached to and made a part of this Contract.

**The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$15,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$12,000.00 during the contract term without further approval.**

4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln and County of Lancaster,

Nebraska.

8. Termination. This Contract may be terminated by the following:
  - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
  - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide services.
    - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
10. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between ManpowerGroup US Inc. and National Joint Powers Alliance (NJPA), Agreement #021610-MPI for Staffing and Professional Employment Related Services.
11. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for Lancaster County and City of Lincoln.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. National Joint Powers Alliance (NJPA), Agreement #021610-MPI
3. Proposal
4. Insurance Certificate
5. Contract Amendments

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

*Teresa J. Meitz*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Steve Wilbur*  
Finance Director

Approved by Directorial Order No. 10329

Dated November 19, 2013

**EXECUTION BY LANCASTER COUNTY**

Contract Approved as to Form:

*Bobby Schrems*  
County Law

The Board of County Commissioners of  
Lancaster County, Nebraska

*Steve Wilbur*  
*Bob Schrems*  
*James B. Schrems*

Hudkins Absent

Schorr Absent

Dated: 11/20/13

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary



ManpowerGroup US Inc.

Name of Corporation

100 Manpower Place, Milwaukee, WI 53212  
(Address)

By: *Nancy K. Pohl*  
Duly Authorized Official

Nancy K. Pohl, Business Law Paralegal  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**ANNUAL RENEWAL OF AGREEMENT**

made by and between

**ManpowerGroup US Inc. (Vendor)**  
100 Manpower Place  
Milwaukee, WI 53212

and

**National Joint Powers Alliance® (NJPA)**  
202 12<sup>th</sup> Street NE  
Staples, Minnesota 56479  
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #021610-MPI" for the procurement of Staffing and Professional Employment Related Services, and having a maturity date of March 18, 2014, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of March 18, 2013 through March 17, 2014.

National Joint Powers Alliance® (NJPA)

By: Susan Nanik, Its: Executive Director

Name printed or typed: Susan Nanik

Date 3/7/13

ManpowerGroup US Inc.

By: Norman Newton, Its: Vice President

Name printed or typed: Norman Newton

Date 3-6-2013

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If you do not desire to extend contract, please sign below and return this agreement.	
<input type="checkbox"/> Discontinue: We desire to discontinue the contract.	
Signature: _____	Date: _____

10329



Manpower  
100 Manpower Place  
Milwaukee  
Wisconsin 53212  
USA

T: +1 414 961 1000  
F: +1 414 906 7837

www.us.manpower.com

Dear Client:

For your protection, and in order to provide you with better service, all of the Manpower associates assigned to you are covered under our Workers' Compensation policy, our Fidelity Bond policy to the extent of \$5,000,000 and also under our Liability and Property Damage policy to the extent of \$55,000,000.

However, our rates for service do not include, nor can we accept responsibility for, obtaining primary vehicular liability insurance protecting you against accidents which might occur as a result of Manpower associates driving your licensed vehicles (owned or non-owned) while said associates are on assignment to you.

If you allow our associates to drive your vehicles, whether owned or non-owned, it is on the condition that you accept full responsibility for the equipment and the cargo as well as for any claims, other than direct claims for Workers' Compensation, which might arise as a result of any accident taking place while your equipment is in the care and custody of a Manpower associate pursuant to his/her assignment.

It is our understanding that your vehicular insurance will be the primary insurance in the event of any claims arising as stated above, and that your limits of liability are not less than \$1,000,000/\$2,000,000 Bodily Injury and \$1,000,000 Property Damage.

Regards,

Manpower representative: Wynne Caldwell City: Lincoln, NE

Client name: City of Lincoln

Client signature: Steve Neppa Date: 11/18/13

Contract Approved as to Form:

[Signature]  
County Law

The Board of County Commissioners of  
Lancaster, Nebraska

[Signature]  
[Signature]  
[Signature]

Hudkins Absent

Schorr Absent

dated 11/26/13



## STAFFING SERVICES AGREEMENT (This Agreement is pursuant to NJPA Contract #021610-MPI)

ManpowerGroup US Inc., a Delaware corporation with its principal office located at 100 Manpower Place, Milwaukee, Wisconsin 53212, and applicable affiliates ("ManpowerGroup"), and \_\_\_\_\_, a \_\_\_\_\_ with its principal office located at \_\_\_\_\_ ("Client") and whose NJPA membership # is \_\_\_\_\_, 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 \_\_\_\_\_, of \_\_\_\_\_, 2013 ("Effective Date").

### 1. DUTIES OF MANPOWERGROUP

- a. Provision of Staffing Services. ManpowerGroup 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 ManpowerGroup who, in ManpowerGroup'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, ManpowerGroup will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that ManpowerGroup has agreed to pay ("Employer Obligations"). 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. ManpowerGroup will provide worker's compensation insurance coverage for Assigned Employees (except as provided in Section 6).
- c. Screening. ManpowerGroup 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, 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 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 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.
- e. Employee Waiver. ManpowerGroup will require Assigned Employees to sign an agreement 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. ManpowerGroup 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 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.
- 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 ManpowerGroup. In the event Client permits a ManpowerGroup 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 ManpowerGroup Assigned Employee, notwithstanding Section 6(a). Client will maintain 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 ManpowerGroup 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. ManpowerGroup will, at the request of Client, instruct its employees on general safety matters in accordance with information provided to ManpowerGroup 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. ManpowerGroup 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. ManpowerGroup shall comply with all applicable national, state and local laws and regulations governing the provision of Staffing 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. ManpowerGroup 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 ManpowerGroup 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 ManpowerGroup 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. ManpowerGroup will invoice Client weekly at the address set forth above. Payment will be due upon receipt of invoice. Invoices shall be separate with respect to professional and non-professional Staffing Services. Non-professional Staffing Services shall be invoiced by ManpowerGroup US, Inc. (EIN # 46-1140696), while professional Staffing Services shall be invoiced by its affiliate, Experis US, Inc. (EIN #39-1929719). Amounts invoiced for work performed by Assigned Employees will be calculated on the basis of hours shown on ManpowerGroup time slips. Time slips will be in either paper or electronic format as determined by ManpowerGroup. Client or Client's designated representative will approve ManpowerGroup time slips, 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, 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 Employees work any hours not recorded on a time slip.
- b. Additional Payment Terms.
- (1) Rate Increases. If ManpowerGroup 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, Client will reimburse ManpowerGroup at cost for any such increase. In addition, Client agrees to notify ManpowerGroup immediately whenever any Assigned Employee performs work pursuant to a government contract covered by the Service Contract Act of 1965 and to pay ManpowerGroup the price differential associated with any wage determinations under such government contract.
- (2) 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. If Assigned Employees work more than forty (40) hours in any one work week, ManpowerGroup 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, ManpowerGroup will bill at the bill rate for overtime that

ManpowerGroup 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.

- (3) 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 ManpowerGroup and reimbursed to ManpowerGroup by Client at ManpowerGroup's actual cost.
  - (4) 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 ManpowerGroup, 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 three (3) years 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, ManpowerGroup 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, ManpowerGroup 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, losses and liabilities to the extent caused by the negligence, gross negligence, recklessness or willful misconduct of ManpowerGroup or ManpowerGroup's officers, employees or authorized agents or by ManpowerGroup's breach of this Agreement.
- b. To the extent permitted by law, Client agrees to defend, indemnify and hold ManpowerGroup and its parent, subsidiaries, directors, officers, agents, representatives and employees ("ManpowerGroup Indemnitees") harmless against any and all claims, losses and liabilities 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 ManpowerGroup Indemnitee harmless against any and all claims, losses and liabilities including any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized, that arise from (1) infringement of any intellectual property right, except with respect to any intellectual property owned and independently developed by ManpowerGroup, (2) 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 (3) use of any vehicle, regardless of ownership, by any Assigned Employee.
- c. **UNLESS EXPRESSLY PROVIDED HEREIN, 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. ManpowerGroup Insurance. Within a reasonable period of time after the execution of this Agreement, ManpowerGroup will deliver to Client copies of certificates of the insurance policies described below. ManpowerGroup 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 ManpowerGroup Subcontractors. ManpowerGroup 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 ManpowerGroup's subvendor program requirements. In the event that Client requires ManpowerGroup to use a designated subcontractor, ManpowerGroup 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," ManpowerGroup 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, ManpowerGroup 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. ManpowerGroup 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 and Amendment. This Agreement and the Exhibits attached hereto contain the entire understanding between the parties hereto, 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.
- 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, ManpowerGroup, 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, ManpowerGroup, 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 ManpowerGroup, 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. ManpowerGroup may subcontract any of its obligations hereunder to secondary vendors. ManpowerGroup franchises may perform a part of ManpowerGroup's obligations hereunder.
- h. Ambiguities. 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.
- 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 ManpowerGroup 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 ManpowerGroup, sent to the attention of its Corporate Law Department.

- i. 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 ManpowerGroup), 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 Wisconsin, without regard to its conflicts of law principles. The parties hereto consent to the jurisdiction of any state or federal court in Wisconsin for the resolution of any dispute arising from this Agreement.

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

("CLIENT")

**MANPOWERGROUP US, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

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

Job Title	Job Description	Location

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

**2. RATES**

Job Title	Straight Time Bill Rate	Markup Percentage of Hourly Rate	INVOICING CATEGORY (PROF OR NON-PROF)

*[Select either straight time or markup as the method of calculating rates and delete the column not used]*

**3. ADDITIONAL BACKGROUND CHECKS AND TESTING**

Check or Test	Specific Requirements, If Any	Cost
Criminal Record Check		\$ _____ per employee.
Driving Record Check		\$ _____ per employee.
Drug Tests		\$ _____ per employee.
Credit Check		\$ _____ per employee.
Education Verification		\$ _____ per employee.
Health Compliance		\$ _____ per employee.
Other		\$ _____ per employee.

**4. CONVERSION FEES**

a. Conversion During Agreement.

ManpowerGroup 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, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, incentive bonuses and all other payments to be made to the Assigned Employee during the first year of employment. Where Client provides a company car, the monetary value will be added to the salary.

<u>Days on Assignment</u>	<u>% of Compensation</u>
- days	Permanent Placement Fee of _____ % of the Employee's Annualized Salary
- days	25% Discount from Permanent Placement Fee
- days	50% Discount from Permanent Placement Fee
+ days	75% Discount from Permanent Placement Fee

**5. ADDITIONAL FEES**

Description	Fee
The Client cancels an assignment without providing twenty-four (24) hours notice prior to the commencement of the assignment.	Amount equal to the bill rate for 4 hours of work performed.

**6. GUARANTEE**

In the event that ManpowerGroup removes an Assigned Employee pursuant to Section 1(d), Client will be relieved of the obligation to pay for the first four (4) hours of work performed by that Assigned Employee.

**Vendor Agreement #021610-MPI (Agreement)  
Between**

**MANPOWER, INC. (Awarded Vendor)**

100 Manpower Place, PO Box 2053

Milwaukee, WI 53212

**AND**

**NATIONAL JOINT POWERS ALLIANCE® (NJPA)**

200 1<sup>st</sup> ST NE

Staples, MN 56479

Whereas; NJPA issued an Invitation For Bid #021610 (IFB) for the provision of STAFF AND PROFESSIONAL EMPLOYMENT RELATED SERVICES to NJPA and NJPA Members nationwide; and

Whereas; MANPOWER, INC. responded to said IFB committing to the provision of STAFF AND PROFESSIONAL EMPLOYMENT RELATED SERVICES to NJPA and NJPA Members; and

Whereas; NJPA has awarded the contract proposed in the IFB, which is identified as NJPA contract 021610-MPI (the Contract), to Awarded Vendor, and

Whereas; NJPA and Awarded Vendor desire to further define their relationship under the Contract as contained herein.

Now therefore; In consideration of the mutual covenants contained herein, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The effective date of this agreement shall be March 18, 2010.

**ARTICLE 1. PURPOSE AND INTENT**

1.1 The purpose and intent of this Agreement is to:

1.1.1 Augment the terms and conditions of the Contract #021610-MPI originally identified in the IFB and modified in Schedule C of the Awarded Vendor's bid response,

1.1.2 Identify specific marketing and sales training responsibilities for both NJPA and Awarded Vendor, and

1.1.3 to finalize the administration fee to be paid by the Awarded Vendor to NJPA.

1.2 During the term of and subject to the provisions of this Agreement, Awarded Vendor and NJPA agree that Awarded Vendor shall be entitled to offer to provide temporary staffing services to present and future NJPA members subject to the execution by Awarded Vendor and each applicable NJPA member of a "Staffing Services Agreement", the form of which shall be substantially in the form of Attachment 1 (Sample Staffing Services Agreement) attached hereto and made a part of this Agreement. All respective obligations and responsibilities by and between Awarded Vendor and each such NJPA member will be as set forth in the applicable Staffing Services Agreement. In the event that any present or future NJPA member agrees to utilize Awarded Vendor, Awarded Vendor at its sole discretion can refuse to enter into this Staffing Services Agreement with such NJPA member. Awarded Vendor agrees to notify NJPA

of each executed Staffing Services Agreement within thirty (30) days after the effective date thereof.

1.3 If NJPA would like Awarded Vendor to provide staffing services for itself, NJPA and Awarded Vendor will execute a separate Staffing Services Agreement.

1.4 This is not an exclusive agreement. Awarded Vendor will be able to contact and solicit companies who are NJPA without fees or penalties under this Agreement so long NJPA was not used to initiate such contact or solicitation.

## **ARTICLE 2. TERMS AND CONDITIONS**

2.1 NJPA and Awarded Vendor agree to the terms and conditions contained in IFB #021610 AND the exceptions to those terms and conditions identified in Form C of Awarded Vendor's bid response EXCEPT as identified herein:

No further exceptions made.

## **ARTICLE 3. AWARDED VENDOR MARKETING RESPONSIBILITIES**

At Awarded Vendor's option:

### 3.1 Sales Force Training.

3.1.1 Awarded Vendor will be responsible for the facilitation of training for Awarded Vendor's sales force, vendor's manufacturers' sales forces and appropriate levels of management by NJPA with regard to the use and value of the Contract.

3.1.2 Awarded Vendor will be responsible for facilitation of training their sales force and appropriate levels of management by Awarded Vendor regarding internal matters relevant to the Contract including, but not limited to, order process, product delivery, and funds flow.

3.1.3 Awarded Vendor will be responsible for identifying and organizing follow-up training(s) on these subjects as needed.

3.1.4 Awarded Vendor agrees to facilitate the meeting of specific marketing individual(s) to meet and plan overall marketing goals and initiatives.

3.1.5 Awarded Vendor will be responsible to allow opportunities for NJPA staff to meet with management and sales level staff of Awarded Vendor at national and regional functions.

### 3.2 Trade Shows.

3.2.1 Awarded Vendor will strongly consider exhibiting at the following national trade shows environments in cooperation with NJPA;

AASA	American Association of School Administrators	February
NAEP	National Association of Education Procurement	March
I-ASBO	International Association of School Business Officials	September
NACO	National Association of Counties	July
NIGP	National Institute of Government Purchasing	August

Participation will generally be through a display booth setting where Awarded Vendor will be responsible for the provision of personnel, marketing material, and equipment for

the purposes of promoting this contract at various defined trade shows. Awarded Vendor will be responsible for co-branding marketing material distributed at these shows in the name of Awarded Vendor and NJPA. Awarded Vendor may request waiver of participation in any trade show Awarded Vendor feels is inapplicable to their Contract.

3.2.2 Awarded Vendor will give strong consideration to attending and displaying at additional trade shows recommended by NJPA.

### 3.3 Marketing Material.

3.3.1 Awarded Vendor will be responsible for creating, and up-dating as needed, marketing material co-branded by both Awarded Vendor and NJPA in both print and electronic forms for disbursement through various appropriate channels, such as the NJPA Cooperative Purchasing catalog, or as agreed to by both parties. Any such marketing materials or any notification or description of the Contract distributed by NJPA to Members shall be approved in advance by Awarded Vendor.

3.3.2 Awarded Vendor shall be granted use of the NJPA trademarks, service marks, logos, name or any other proprietary description of NJPA, whether registered or unregistered, subject to NJPA's prior approval. In addition, Awarded Vendor shall be entitled to inform, both orally and in printed form, any and all prospects that Awarded Vendor has a contractual benefit relationship with NJPA for the purposes of serving NJPA members.

3.3.3 NJPA membership listings provided as a result of the Contract and this Agreement shall be confidentially used by Awarded Vendor and not disseminated to its customers or the business community.

### 3.4 Contract operations and delivery.

3.4.1 Awarded Vendor will be responsible for processing and shipping orders for contracted products and services requested from qualified and participating NJPA Members.

3.4.2 Awarded Vendor will be responsible for submitting calendar quarterly reports to NJPA showing the gross sales for each Participating NJPA Member or qualified Member sold during a quarterly time frame. (Article 6 - 6.1)

3.4.3 Awarded Vendor will be responsible to pay NJPA an administrative fee as defined herein.

3.4.4 Awarded Vendor will be responsible for maintaining current product and price lists with NJPA according to the terms and conditions of the Contract.

3.4.5 Awarded Vendor will be responsible for delivering technical assistance and education regarding the equipment and products purchased through the IFB and resulting Contract.

3.4.6 Awarded Vendor will be responsible for offering and promoting the Program and Contract to all current and qualified NJPA members.

## **ARTICLE 4. NJPA ADMINISTRATIVE/ MARKETING RESPONSIBILITIES**

#### 4.1 Sales Force Training.

4.1.1 NJPA Will work with Awarded Vendor to identify the appropriate levels of management as well as the Awarded Vendor's sales force to be trained in the use and effectiveness of the Contract.

4.1.2 NJPA will provide personnel to train identified individuals in the use and effectiveness of the Contract in person on Awarded Vendor's site, or through webcast or webinar, where reasonable efficiencies of such training can be achieved.

4.1.3 NJPA will work with Awarded Vendor to identify ongoing training needs.

#### 4.2 Trade Shows.

4.2.1 NJPA will work with Awarded Vendor to identify appropriate trade show venues for the promotion of the Contract.

#### 4.3 Marketing Material.

4.3.1 NJPA will be responsible for assisting in the development of marketing brochures, as well as providing general support, retention, and assistance in the marketing of the program.

4.3.2 NJPA shall not use the trademarks, service marks, logo, name or any other proprietary description of Awarded Vendor, whether registered or unregistered, without Awarded Vendor's prior approval.

4.3.3 NJPA agrees to supply Awarded Vendor with access to NJPA Members through regular updates of its membership list and various communications. Awarded Vendor agrees that NJPA Members' list remain the property of NJPA and can only be used with prior permission of NJPA.

4.3.4 NJPA shall provide opportunity to participate in the NJPA catalog marketing program at no cost to Awarded Vendor.

4.3.5 NJPA agrees to promote the Awarded Vendor Contract as a new member benefit in NJPA publications.

#### 4.4 Contract Operations and Delivery.

4.4.1 NJPA will be responsible for receiving available leads and forwarding of those leads to Awarded Vendor for follow-up.

4.4.2 NJPA will be responsible for acting as a liaison as necessary between NJPA Members and Awarded Vendor to communicate the NJPA message and resolve any contract issues.

4.4.3 NJPA will receive, evaluate, process, and respond in a reasonably timely manner to requests from Awarded Vendor for changes in prices and products covered by this contract.

## ARTICLE 5. AUDITS

5.1 During the Term, Awarded Vendor will, upon not less than thirty (30) business days prior written request, make available to NJPA no more than once per calendar year, at Awarded Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Awarded Vendor pertaining to all invoices sent by Awarded Vendor and payments made by NJPA members for all products purchased under this contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Awarded Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Awarded Vendor will permit the auditor to review the relevant Awarded Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.

## ARTICLE 6. FEES

6.1 Awarded Vendor will pay NJPA an administrative fee of 1.5% (One point Five Percent) of the sales resulting from NJPA #021610-MPI net of returns and allowances to NJPA or NJPA Members during each calendar quarter. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this contract.

Awarded Vendor will invoice each NJPA member directly for temporary staffing services provided by Awarded Vendor pursuant to Staffing Services Agreements. Standard payment terms are Net 30 days, from invoice date to date payment is received by Awarded Vendor.

## ARTICLE 7. MISCELLANEOUS

7.1 Notices. Notices permitted or required to be given hereunder shall be deemed sufficient if delivered to the address identified herein, or any updated address for which proper notice of address change has been affected. Notices may be delivered by hand or through the use of a third party delivery service. The sender is responsible for the documentation of delivery for any notice.

7.2 Entire Agreement. The individuals signing this Contract hereby represent that they are authorized on behalf of their respective organizations to execute this Agreement and the Contract contains the entire understanding between the parties concerning the subject matter.

7.3 Severability. In the event that any of the terms of this Contract are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of this Contract. This Contract shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial harm to, or where the invalid or unenforceable provisions compromise an integral part of, or are otherwise inseparable from the remainder of this Contract.

7.4 Waiver. Failure by either party to take action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

7.5 Relationship of Parties. This agreement is not a contract of employment. The relationship between NJPA and Awarded Vendor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend this agreement to create and this agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this agreement, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate or bid the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

7.6 Indemnity: Each party agrees that it will be responsible for its own negligent acts and the result thereof to the extent authorized by law and shall not be responsible for the negligent acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law. Furthermore, each party shall be responsible for its own breach of this Agreement and the result thereof. Neither party shall be liable to the other for any incidental or consequential damages of any kind under this agreement.

ARTICLE 8. TERMINATION

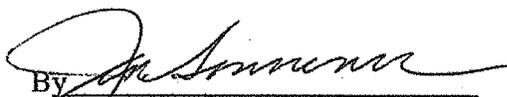
8.1 Termination for Convenience. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.

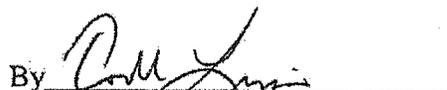
8.2 Termination for Cause. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract effective the day and year referenced below.

MANPOWER INC.

NATIONAL JOINT POWERS ALLIANCE®

By   
Authorized Signature-Signed

By   
Authorized Signature-Signed

By Jan Sonneman  
Authorized Signature-Printed

By Todd Lyseo  
Authorized Signature-Printed

Date 8/30/10

Date 8/30/2010

Notice Address:

100 Manpower Place, PO Box 2053  
Milwaukee, WI 53212

Notice Address:

200 1<sup>st</sup> Street NE  
Staples, MN 56479

## MPI Primary Contact Information

Awarded Vendor Name Manpower, Inc.

Address 100 Manpower Place, PO Box 2053

Milwaukee, WI 53212

Phone 316-946-0088 Fax 316-946-0151

Program Contact Name John Weber

Contact's Title Government Solutions Executive

Email john.weber@na.manpower.com

Web Site www.us.manpower.com

Attachment 1  
Sample Staffing Services Agreement

**STAFFING SERVICES AGREEMENT**

(This agreement is pursuant to NJPA Contract #021610-MPI)

Manpower Inc., a Wisconsin corporation with its principal office located at 100 Manpower Place Milwaukee, Wisconsin 53212, and its Subsidiaries, as that term is defined herein ("Manpower"), and \_\_\_\_\_, a \_\_\_\_\_ with its principal office located at \_\_\_\_\_ ("Client"), in consideration of the mutual covenants contained herein, agree to the terms and conditions set forth in this Staffing Services Agreement (the "Agreement").

**1. DUTIES OF MANPOWER**

- a. Provision of Staffing Services. Manpower will recruit, interview, screen and assign to Client Manpower employees who, in Manpower's judgment, are best qualified to perform the type of work described on Exhibit A ("Assigned Employees"). The Assigned Employees will perform the work for Client at the locations within the United States specified on Exhibit A. Manpower will provide these staffing services in accordance with the terms of this Agreement and specifically will assume responsibility for the following: maintaining personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment contributions; handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Manpower has agreed to pay; and removing any Assigned Employee at the request of Client, provided there is a valid legal reason for doing so.
- b. 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.
- c. 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 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").
- d. Employee Waiver. It is agreed that Assigned Employees will not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its staff employees; Manpower will require Assigned Employees to sign an employment agreement including language consistent with the foregoing, a copy of which is available upon request.

**2. DUTIES OF CLIENT**

- a. Supervision of the Work. Notwithstanding the presence of any Manpower personnel at a facility where Assigned Employees are placed under this Agreement, 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. In the event Client is dissatisfied with the work product produced in whole or in part by any Assigned Employee, Client may request, and its sole remedy will be, the removal of such Assigned Employee in accordance with Section 1(c).
- b. Accurate Job Description. Client will not make substantial changes in any Assigned Employee's job duties or risks without Manpower's prior written approval. Client's breach of this duty may expose Manpower to substantial additional risk not contemplated by Manpower when entering into this Agreement. Client will not entrust any Assigned Employee with unattended premises 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 increased compensation or benefits under any Client-provided plan and Client will exclude Assigned Employees from any Client-provided plan whenever possible.
- d. Provision of Equipment and Supplies. Client shall provide all Assigned Employees with all equipment, facilities and supplies reasonably necessary for them to perform their duties hereunder.
- e. Client-specific Training. 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 allow 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 or incidents of any Assigned Employee misconduct or workplace safety violation of which it becomes aware, regardless of the source, including, but not limited to, allegations of sexual harassment, discrimination, violations of the Occupational Safety and Health Act, violations of the Health Insurance Portability and Accountability Act or threats of violence. To the extent commercially reasonable, Client shall provide a complete and accurate disclosure of all circumstances surrounding such matters.

- g. 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 strictly required by the job description provided to Manpower. In the event Client permits a Manpower Assigned Employee to drive a Client vehicle, whether owned or non-owned, Client accepts full responsibility for the equipment, the cargo and liability for any claims in accordance with Section 6(b), other than direct claims for Workers' Compensation, arising from the use of such vehicle by a Manpower Assigned Employee and Client will maintain Automobile Liability insurance with limits of at least \$1,000,000/\$2,000,000 Bodily Injury and \$1,000,000 Property Damage per occurrence.

### 3. MUTUAL DUTIES

- a. Quarterly Review Meetings. Senior-level employees or officers of both parties will meet at least as frequently as quarterly to discuss the performance of the Agreement.
- b. Permits and Licenses. Manpower will maintain in effect during the term of this Agreement any and all federal, state and/or local licenses and permits which 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.
- c. 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.
- d. Notification of Accidents. Manpower will provide workers' compensation insurance coverage for Assigned Employees (except that Manpower's workers' compensation liability may be limited as provided in Section 6). 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 workers' compensation benefits involving Assigned Employees.
- e. 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 assigned to 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.
- f. Confidentiality. Both parties acknowledge that they may receive information which is proprietary to 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 employment agreement including language consistent with the foregoing, a copy of which is available upon request.
- g. 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.

### 4. PAYMENT

- a. Payment. Client agrees to pay Manpower for its performance hereunder at the rates set forth on Exhibit A and also agrees to pay any additional costs or fees set forth in this Agreement. 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 unwilling or 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. Client agrees that it will not request or require that Assigned Employees work any hours not recorded on the 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, Client will reimburse Manpower at cost for any such increase. In addition, Client agrees to notify Manpower immediately whenever any Assigned Employee performs any work under a government contract, to comply with the Service Contract Act of 1965 and to pay to Manpower the price differential due to any wage determinations under any government contract.
- (2) Payment for Overtime. The pricing provided in 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. If such Assigned Employees 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.

- (3) 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.
- (4) Sales Tax. Any sales, use, excise or other such tax levied as a result of performance hereunder will be paid by Client.
- c. Conversion During Agreement. During the term of this Agreement, in the event Client hires as an employee any Assigned Employee, engages as an independent contractor any Assigned Employee, or permits to transfer to another entity's payroll in order to perform services for Client or at Client's facilities any Assigned Employee, Client will pay to Manpower within 30 days from receipt of invoice the conversion fee as set forth on Exhibit A.

## 5. TERM AND TERMINATION

- a. Term. This Agreement will be for a term of three (3) years from the effective date of this Agreement, determined by the later date of signature of the parties, 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.
- e. Client Options upon Termination. Notwithstanding any other provision of this Agreement, if Client terminates this Agreement but desires to have Assigned Employees continue to work at Client's facilities; Client may elect one of the following two options on or before the effective termination date:
  - (1) to pay Manpower no later than ten (10) days after the effective termination date the conversion fee set forth on Exhibit A for each Assigned Employee then assigned to Client, with the understanding that such Assigned Employee will be hired directly by Client, engaged by Client as an independent contractor or transferred to another entity's payroll in order to perform services for Client or at Client's facilities; or
  - (2) upon Manpower's written consent, to continue to pay Manpower in accordance with the payment procedures in Section 4 for such Assigned Employee's services at Manpower's billing rate in effect at the time of the termination for any services performed by such Assigned Employee for a one-year period following the cancellation of this Agreement.

## 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, losses 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, 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 and liabilities 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 including any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized, that arise from (1) infringement of any intellectual property right, except with respect to any intellectual property owned and independently developed by Manpower, (2) the acts or omissions of any Assigned Employee taken at Client's direction, (3) Client's failure to supervise Assigned Employees in accordance with its obligations under Section 2(a) or (4) use of any vehicle, regardless of ownership, by any Assigned Employee.

- c. UNLESS EXPRESSLY PROVIDED HEREIN, 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 time after the execution of this Agreement, Manpower will deliver to Client copies of certificates of the insurance policies described below. All such certificates will be executed by authorized representatives of the insurers. 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 will have statutory limits and its Employers Liability Insurance will have 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, will have limits of at least \$2,000,000 for each occurrence.
  - (3) Excess Automobile Liability Insurance, covering any non-owned automobiles will have limits of at least \$1,000,000 for each occurrence. This coverage shall apply only to Assigned Employees who operate non-Client vehicles.
  - (4) Umbrella Coverage will have limits of at least \$20,000,000 per occurrence and shall follow the forms of the underlying insurance policies.
- b. Insurance of Manpower Subcontractors. Manpower will require all its secondary vendors to carry, at a minimum, Workers' Compensation Insurance as required by the states in which they operate, a Comprehensive General Liability and Property Damage Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and Excess or Umbrella Coverage with limits of at least \$2,000,000 per occurrence. Manpower may require its subcontractors to maintain additional insurance. In the event that Client requires Manpower to use a designated subcontractor, Manpower shall not be responsible for any liability that exceeds the insurance limits set forth in this Section 7(c); any such liability shall be the sole responsibility of Client and/or its designated subcontractors.

## 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 employment agreement including language consistent with the foregoing, a copy of which is available upon request.

## 9. LIMITED WARRANTY

- a. Limited Warranty. Manpower provides staffing services as described in Section 1(a) above and not the work product or deliverables created by its Assigned Employees. The Limited Warranty described in Section 1(c) above shall be Manpower's sole obligation to Client and Client's exclusive remedy with respect to any nonconformity of or defect or deficiency in services or work furnished to Client.

- b. Disclaimer. THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED; AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

#### 10. 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 and Amendment. This Agreement and the Exhibits attached hereto contain the entire understanding between the parties hereto, 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.
- 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. Client will not transfer or assign this Agreement without Manpower's written consent.
- 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. 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.
- 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. Any party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of 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 Wisconsin, without regard to its conflicts of law principles. The parties hereto consent to the jurisdiction of Wisconsin for the resolution of any disputes in connection with this Agreement.
- n. Definition of Subsidiaries. The Subsidiaries include the following entities: Manpower International Inc., Complete Business Services of Illinois, Inc., Tri County Business Services, Inc., Manpower Professional Services, Inc., USCADEN Corporation, Manpower of Texas Limited Partnership, Manpower of Indiana Limited Partnership, Manpower Incorporated of New York and Signature Graphics of Milwaukee, LLC.

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

("CLIENT")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MANPOWER INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AMENDMENT TO THE AGREEMENT  
BETWEEN MANPOWER INC. and NATIONAL JOINT POWERS ALLIANCE**

WHEREAS, Manpower Inc. ("Manpower"), and National Joint Powers Alliance ("Client") hereby enter into this Amendment to the current Vendor Agreement # 021610-MPI by and between the parties, dated August 30, 2010 (the "Agreement").

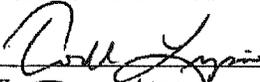
NOW THEREFORE, as of November 30, 2011 (the "Effective Date"), the parties hereby agree as follows:

1. The first sentence of Section 1.2 of the Agreement is hereby revised to read as follows:  
  
"During the term of and subject to the provisions of this Agreement, Awarded Vendor and NJPA agree that Awarded Vendor (or one of its wholly-owned subsidiaries, Experis US, Inc. or Manpower International Inc.) shall be entitled to offer to provide temporary staffing services to present and future NJPA members subject to the execution by Awarded Vendor (or one of its two subsidiaries named above) and each applicable NJPA member of a "Staffing Services Agreement," the form of which shall be substantially in the form of Attachment 1 (Sample Staffing Services Agreement) attached hereto and made a part of this Agreement."
  
2. Pursuant to Section 3.4.4 of the Agreement, attached are product and pricing sheets which are effective as of the Effective Date above, through December 31, 2012. The pricing sheets shall be revised annually starting on January 1, 2013 to reflect any applicable state SUTA changes. The pricing sheets also contemplate separate invoicing to NJPA members with respect to professional and non-professional services.
  
3. Section 6.1 of the Agreement is hereby revised to delete the "1.5% (One Point Five Percent)" administrative fee, and replace it with a "0.5% (Zero Point Five Percent)" administrative fee. The parties may agree to a higher administrative fee with respect to any particular NJPA Member, if mutually acceptable pursuant to a subsequent written and signed amendment to the Agreement.

4. All other provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and adopted this Amendment to the Agreement.

**NATIONAL JOINT  
POWERS ALLIANCE**

  
By: Todd Lyso  
Title: EXECUTIVE DIRECTOR  
Date: 12/5/11

**MANPOWER INC.**

  
By: Jan Sommen  
Title: VP and General Manager  
Date: 11/30/2011



Manpower®

**STAFFING SERVICES AGREEMENT**  
**(This Agreement is pursuant to NJPA Contract #021610-MPI)**

Manpower Inc., a Wisconsin corporation with its principal office located at 100 Manpower Place, Milwaukee, Wisconsin 53212, and applicable subsidiaries as that term is defined herein ("Manpower"), and \_\_\_\_\_, a \_\_\_\_\_ with its principal office located at \_\_\_\_\_ ("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 \_\_\_\_\_, of \_\_\_\_\_, 2011 ("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; make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that Manpower has agreed to pay ("Employer Obligations"). 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 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). Client will maintain 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.

## Manpower NJPA pricing guide

November, 2011

### NJPA Markup %s - Manpower Non-Professional Recruited Business

\*Rates Quoted are Maximum markups. Discounts may apply based on project needs and volume projections.

All work under under this schedule shall be performed by Manpower International Inc., and separately invoiced under Federal Employer ID # 39-1836586.

State	Markup Office	Markup LT IND	Markup IND	Markup H IND
National Averages	49.48%	56.79%	65.12%	70.12%
Alabama	52.14%	61.76%	68.93%	75.56%
Alabama (Huntsville)	52.94%	61.20%	70.85%	76.64%
Alaska	43.71%	48.98%	63.88%	64.02%
Arizona	50.39%	59.28%	68.38%	73.12%
Arkansas	52.01%	61.08%	67.75%	68.82%
California	51.52%	65.99%	87.52%	90.32%
Colorado	49.33%	58.58%	72.08%	73.54%
Connecticut	50.62%	57.10%	70.98%	72.17%
Connecticut (MP of NY)	50.62%	57.10%	70.98%	72.17%
Delaware	51.85%	56.82%	63.16%	69.65%
District of Columbia	50.84%	55.73%	62.09%	68.34%
Florida	48.24%	54.63%	62.09%	68.48%
Georgia	51.78%	63.66%	66.55%	81.67%
Hawaii	50.94%	59.36%	68.96%	90.90%
Idaho	46.92%	55.75%	64.40%	67.49%
Illinois	53.28%	62.59%	69.85%	78.21%
Indiana	48.93%	56.93%	62.85%	70.72%
Iowa	51.26%	55.74%	60.33%	64.78%
Iowa (Albert Lea, MN-IA)	51.79%	58.25%	76.95%	80.41%
Kansas	43.70%	48.96%	52.21%	55.49%
Kentucky	45.52%	51.88%	58.14%	64.85%
Louisiana	46.30%	52.31%	64.12%	66.68%
Maine	45.19%	54.28%	68.35%	69.48%
Maryland	53.67%	60.32%	68.65%	73.14%
Massachusetts	55.48%	62.89%	75.36%	77.76%

Michigan	56.81%	61.93%	66.11%	70.61%
Michigan (Grand Rapids)	57.34%	58.28%	59.55%	60.81%
Minnesota	50.61%	58.64%	74.07%	78.95%
Mississippi	47.89%	54.38%	60.37%	67.74%
Missouri	46.82%	56.48%	68.51%	72.97%
Montana	45.19%	54.28%	69.35%	69.48%
Nebraska	45.44%	51.65%	65.20%	69.27%
New Hampshire	50.83%	55.74%	58.93%	59.17%
New Jersey	49.54%	56.04%	63.07%	70.04%
New Mexico	47.59%	61.05%	65.70%	69.66%
New York	54.69%	62.16%	76.52%	77.63%
North Carolina	49.39%	55.53%	60.57%	63.55%
North Dakota	42.71%	49.84%	57.37%	68.61%
Ohio	52.91%	59.97%	67.17%	71.86%
Oklahoma	51.95%	64.72%	76.70%	77.07%
Oregon	47.09%	52.67%	64.83%	67.39%
Pennsylvania	56.64%	64.90%	74.11%	79.79%
Rhode Island	53.66%	58.16%	63.42%	69.74%
South Carolina	54.91%	67.30%	70.24%	85.45%
South Dakota	44.22%	49.82%	59.41%	69.78%
Tennessee (Memphis)	46.58%	52.77%	58.76%	65.95%
Tennessee (All Other)	50.67%	61.62%	69.02%	71.45%
Texas	52.58%	62.70%	68.51%	72.10%
Utah	45.28%	51.91%	56.96%	63.27%
Vermont	54.38%	59.29%	62.48%	62.72%
Virginia	50.08%	55.01%	59.36%	71.14%
Washington	50.87%	56.45%	70.70%	71.74%
West Virginia	51.45%	57.58%	66.76%	70.02%
Wisconsin	50.24%	58.11%	67.10%	76.80%
Wyoming	46.29%	50.93%	51.19%	51.26%
Puerto Rico	68.34%	71.80%	71.80%	71.80%

**NJPA Markup %s - Manpower Non-Professional Wagemaster Business**

\*Rates Quoted are Maximum markups. Discounts may apply based on project needs and volume projections.

All work under under this schedule shall be performed by Manpower International Inc., and separately invoiced under Federal Employer ID # 39-1836586.

State	Markup Office	Markup LT IND	Markup IND	Markup H IND
National Averages	46.47%	53.77%	62.10%	67.10%
Alabama	49.13%	58.74%	65.92%	72.55%
Alabama (Huntsville)	49.93%	58.19%	67.83%	73.62%
Alaska	40.70%	45.97%	60.86%	61.00%
Arizona	47.37%	56.26%	65.36%	70.11%
Arkansas	49.00%	58.07%	64.73%	65.81%
California	48.51%	62.98%	84.51%	87.30%
Colorado	46.31%	55.57%	69.06%	70.52%
Connecticut	47.61%	54.09%	67.97%	69.15%
Connecticut (MP of NY)	47.61%	54.09%	67.97%	69.15%
Delaware	48.83%	53.81%	60.15%	66.64%
District of Columbia	47.83%	52.71%	59.07%	65.32%
Florida	45.23%	51.61%	59.08%	66.47%
Georgia	48.77%	60.64%	63.53%	78.56%
Hawaii	47.92%	56.35%	65.94%	87.88%
Idaho	43.90%	52.73%	61.39%	64.47%
Illinois	50.27%	59.57%	66.84%	75.20%
Indiana	45.92%	53.91%	59.83%	67.71%
Iowa	48.25%	52.72%	57.31%	61.76%
Iowa (Albert Lea, MN-IA)	48.78%	55.24%	73.94%	77.39%
Kansas	40.69%	45.94%	49.20%	52.47%
Kentucky	42.50%	48.87%	55.12%	61.83%
Louisiana	43.29%	49.29%	61.11%	63.66%
Maine	42.17%	51.27%	66.33%	66.47%
Maryland	50.65%	57.31%	63.64%	70.12%
Massachusetts	52.46%	59.87%	72.34%	74.75%
Michigan	53.79%	58.91%	63.10%	67.59%
Michigan (Grand Rapids)	54.32%	55.27%	56.53%	57.79%
Minnesota	47.59%	55.63%	71.05%	75.94%
Mississippi	44.88%	51.37%	57.35%	64.73%
Missouri	43.80%	53.47%	65.49%	69.96%
Montana	42.17%	51.27%	66.33%	66.47%
Nebraska	42.43%	48.64%	62.19%	66.26%
New Hampshire	47.81%	52.73%	55.91%	56.15%
New Jersey	46.52%	53.03%	60.05%	67.03%
New Mexico	44.57%	58.03%	62.68%	66.65%
New York	51.67%	59.14%	72.50%	74.61%
North Carolina	46.37%	52.51%	57.55%	60.64%
North Dakota	39.70%	46.82%	54.36%	65.60%
Ohio	49.90%	56.95%	64.16%	68.86%

Oklahoma	48.94%	61.71%	72.69%	74.06%
Oregon	44.08%	49.65%	61.82%	64.37%
Pennsylvania	53.62%	61.89%	71.10%	76.78%
Rhode Island	50.54%	55.15%	60.41%	66.72%
South Carolina	51.89%	64.28%	67.22%	82.44%
South Dakota	41.20%	46.81%	56.39%	66.76%
Tennessee (Memphis)	43.67%	49.76%	55.74%	62.93%
Tennessee (All Other)	47.66%	58.60%	66.00%	68.44%
Texas	49.56%	59.68%	65.50%	69.09%
Utah	42.26%	48.89%	53.94%	60.26%
Vermont	51.37%	56.28%	59.46%	59.70%
Virginia	47.06%	51.99%	56.35%	68.12%
Washington	47.86%	53.44%	67.68%	68.72%
West Virginia	48.44%	54.67%	63.75%	67.01%
Wisconsin	47.23%	55.09%	64.08%	73.79%
Wyoming	43.27%	47.91%	48.17%	48.25%
Puerto Rico	65.32%	68.78%	68.78%	68.78%

All work under under this schedule shall be performed by Manpower International Inc., and separately invoiced under Federal Employer ID # 39-1836586.

**Permanent Placemnet Fee**

20% of the Employee's Annualized Salary

**Conversion Fee**

If you choose to hire our employee on or before the 90 days, this rate will be prorated accordingly:

TIME ON ASSIGNMENT	PRORATED FEE SCHEDULE
0 to 30 days	Permanent Placement Fee
31 to 60 days	25% Discount from permanent placement fee
61 to 90 days	50% Discount form Permanent placement fee
91+ days until day of hire	75% Discount from Permanent placement fee

\* Terms quoted above are standard terms and conditions. Based on project needs and volume projections, discounts may be negotiated.

**NJPA Markup %s - Experis Recruited Business**

\*Rates Quoted are Maximum markups. Discounts may apply based on project needs and volume projections.

All work under under this schedule shall be performed by Experis US, Inc., and separately invoiced under Federal Employer ID # 39-1929719.

State	Markup Experis
National Averages	56.28%
Alabama	59.09%
Alabama (Huntsville)	59.09%
Alaska	50.86%
Arizona	57.01%
Arkansas	61.25%
California	63.68%
Colorado	61.69%
Connecticut	56.55%
Connecticut (MP of NY)	56.55%
Delaware	58.97%
District of Columbia	58.39%
Florida	54.81%
Georgia	58.50%
Hawaii	62.77%
Idaho	51.68%
Illinois	60.03%
Indiana	58.97%
Iowa	56.48%
Iowa (Albert Lea, MN-IA)	56.48%
Kansas	56.69%
Kentucky	59.90%
Louisiana	52.52%
Maine	51.51%
Maryland	58.25%
Massachusetts	60.85%
Michigan	64.77%
Michigan (Grand Rapids)	64.86%
Minnesota	59.02%

Mississippi	54.41%
Missouri	52.25%
Montana	51.51%
Nebraska	58.10%
New Hampshire	59.43%
New Jersey	55.62%
New Mexico	48.28%
New York	59.53%
North Carolina	55.71%
North Dakota	47.51%
Ohio	80.05%
Oklahoma	59.42%
Oregon	53.09%
Pennsylvania	62.21%
Rhode Island	61.21%
South Carolina	63.13%
South Dakota	49.60%
Tennessee (Memphis)	54.10%
Tennessee (All Other)	54.63%
Texas	58.18%
Utah	51.34%
Vermont	61.03%
Virginia	57.16%
Washington	57.07%
West Virginia	58.32%
Wisconsin	59.65%
Wyoming	49.39%
Puerto Rico	79.22%

**NJPA Markup %s - Experis Wagemaster Business**

\*Rates Quoted are Maximum markups. Discounts may apply based on project needs and volume projections.

All work under under this schedule shall be performed by Experis US, Inc., and separately invoiced under Federal Employer ID # 39-1929719.

State	Markup Experis
National Averages	53.26%
Alabama	56.07%

Alabama (Huntsville)	56.07%
Alaska	47.85%
Arizona	53.99%
Arkansas	48.23%
California	50.66%
Colorado	58.68%
Connecticut	53.54%
Connecticut (MP of NY)	53.54%
Delaware	55.96%
District of Columbia	55.38%
Florida	51.79%
Georgia	55.48%
Hawaii	59.75%
Idaho	48.66%
Illinois	57.02%
Indiana	55.96%
Iowa	53.46%
Iowa (Albert Lea, MN-IA)	53.46%
Kansas	52.67%
Kentucky	56.88%
Louisiana	49.50%
Maine	48.49%
Maryland	55.23%
Massachusetts	57.84%
Michigan	61.75%
Michigan (Grand Rapids)	61.84%
Minnesota	56.00%
Mississippi	51.39%
Missouri	49.23%
Montana	48.49%
Nebraska	55.08%
New Hampshire	56.41%
New Jersey	52.61%
New Mexico	45.26%
New York	56.51%
North Carolina	52.70%
North Dakota	44.50%
Ohio	57.04%
Oklahoma	56.40%
Oregon	50.08%
Pennsylvania	59.20%

Rhode Island	58.19%
South Carolina	60.12%
South Dakota	46.58%
Tennessee (Memphis)	51.09%
Tennessee (All Other)	51.62%
Texas	55.16%
Utah	48.32%
Vermont	58.01%
Virginia	54.14%
Washington	54.06%
West Virginia	55.31%
Wisconsin	56.64%
Wyoming	46.37%
Puerto Rico	76.20%

All work under this schedule shall be performed by Experis US, Inc., and separately invoiced under Federal Employer ID # 39-1929719.

**Permanent Placemnet Fee**

25% of the Employee's Annualized Salary

**Conversion Fee**

If you choose to hire our employee on or before the 90 days, this rate will be prorated accordingly:

TIME ON ASSIGNMENT	PRORATED FEE SCHEDULE
0 to 45 days	Permanent Placement Fee
46 to 90 days	25% Discount from permanent placement fee
91 to 120 days	50% Discount form Permanent placement fee
121+ days	75% Discount from Permanent placement fee

\* Terms quoted above are standard terms and conditions. Based on project needs and volume projections, discounts may be negotiated.