



Rate Agreement

This EMPLOYEE SERVICE AGREEMENT (hereinafter "Agreement") is made and entered into on 7-26-2016, by and between ILink BUSINESS MANAGEMENT, INC. (hereinafter "ILink") City of Commerce located in Los Angeles in the State California.

2535 Commerce Way
Commerce, CA 90040

1. **Services.** ILink shall supply and lease the personnel (hereinafter "Leased Employees") listed on Exhibit A to Client, which is attached hereto and is made part of this Agreement by this reference. Client's signature shall be affixed to Exhibit A to indicate proper pay status. Client agrees to cooperate with iLink in all employment and unemployment matters. iLink will provide workers' compensation insurance for leased employees when they are performing work in accordance with this Agreement.

2. **Term and Termination.** This Agreement shall remain in force for a term of 1 year (the "Term") from the effective date of this Agreement. This Agreement may be mutually terminated prior to the expiration of the Term, or iLink may terminate this Agreement upon (30) days written notice should Client be deemed by iLink, in its sole discretion, to be in breach any of the provisions of this Agreement.

3. **Effective Date.** This Agreement shall become effective upon the date of entry as set forth above.

4. Obligations:

(A) The parties understand that ILink is an independent contractor, and that all of the personnel assigned by ILink to Client's business in order to fill the relevant job positions are employees of ILink. ILink acknowledges that it is responsible for all matters related to the payment of federal, state and local payroll taxes, workers' compensation insurance, salaries and fringe benefits (if applicable) for its employees. Client expressly acknowledges, however, that ILink shall not be liable for Client's loss of business goodwill, profits or other consequential, special or incidental damages. Client may assist in recruiting, hiring, evaluating, replacing, supervising, disciplining and firing ILink employees; however, ILink shall retain ultimate control over such matters.

5. Safety and Training. It shall be the responsibility of Client to implement a safety and training program which meets the standards of regulations, as well as to provide any specialized job training as Client deems necessary. ILink shall provide assistance in fulfilling these obligations.

6. Safe Work Environment.

(A) Client agrees that it will comply with all health and safety laws, right-to-know laws, regulations, ordinances, directives and rules imposed by controlling federal, state, and local government, and that it will immediately report all accidents and injuries to ILink.

7. Compliance with Laws. Both ILink and Client shall comply with all applicable labor laws and laws regarding equal employment opportunities, whether federal, state or local. Neither ILink nor Client shall discriminate on the basis of national origin, race, color, religion, age, handicap or sex.

8. Indemnification.

(A) ILink will indemnify Client against and agrees to hold it harmless from any and all damage, loss, claim, liability and expense (including without limitation, reasonable attorney's fees and expenses in connection with any claim, action, suit or proceeding brought against or suffered by Client arising out of (i) breach of this Agreement by ILink; and (ii) any claim for compensation or benefits by Leased Employees (or the dependents or beneficiaries thereof) related to or arising from events during or preceding the Term.

(B) Client agrees to indemnify, defend and hold harmless ILink, its officers, shareholders, non-leased employees, directors and agents from and against any and all losses, liabilities, expenses (including court costs and attorneys' fees) and claims for damage of any nature whatsoever, whether known or unknown as though expressly set forth and described herein, which ILink may incur, suffer, become liable for, or which may be asserted or claimed against ILink as a result of the actual or alleged acts, errors or omissions of Client or any Leased Employee, or any claims whatsoever arising out of actual or alleged violations of Wage and Hour laws, EEOC laws, tort law, The Family and Medical Leave Act, The American's with Disabilities Act, Title VII of the Civil Rights Act or the National Labor Relations Act by the Client or any Leased Employee.

(C) Client agrees to indemnify, defend and hold harmless ILink from real or asserted liability, including the cost of defense, connected with or resulting from the ownership custody, maintenance, use or operation of any of Client's machinery, facilities, equipment and/or automobiles whether leased, rented, borrowed or owned, which facilities are not covered by the insurance provided by Client, or if covered, are in excess of the policy limits required pursuant to insurance hereinafter expressed.

9. Insurance.

(A) ILink shall furnish and keep in full force and effect at all times during the Term of this Agreement, workers' compensation insurance covering all ILink Leased Employees under the terms of this Agreement. Upon request, ILink shall produce a Certificate of Insurance to be issued naming Client the certificate holder. Such insurance shall be consistent with ILink's coverage immediately prior to the date of this Agreement.

(B) Client and ILink agree to keep in full force and effect at all times during the term of this Agreement all insurance required under this Agreement.

10. Miscellaneous.

(A) **Arbitration.** Any controversy or claim arising out of or relating in any manner whatsoever to this Agreement, or its subject matter, shall be resolved through final and binding arbitration pursuant to California *Civil Procedure Code* § 1282-1284.2, with the exception of Sections 1283 and 1283.05, in the City of Rancho Cucamonga, California, and through IVAMS Arbitration & Mediation Services. Client specifically waives any claim for lost profits or consequential damages arising out of, or connected with, any action or inaction attributable to ILink or any of the Leased Employees. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

(b) **Amendments.** This Agreement constitutes the entire Agreement between the parties with regard to the subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed pursuant to the terms hereof only by written amendment signed by both parties.

(C) **No Third Party Beneficiaries.** No rights of any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.

(D) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California regardless of any choice of law provisions of any jurisdiction to the contrary.

11. **Fees and Costs.** In consideration for the services provided by iLink under this Agreement, Client, during the Term, agrees to pay iLink a weekly fee in the amount of Thirty Nine 39/100 percent (39%) Regular Time of each Leased Employee's wages.

Commencing from the effective date of this Agreement, and continuing for the duration of the Term, for each Fourteen Days (14) day period in which this Agreement remains in force, iLink shall issue and submit to Client invoice itemizing all fees and costs associated with Leased Employees. Client shall have (14) days from the date of such invoice in which to make full payment thereon. Time is of the essence in making such payments to iLink. It is the mutual understanding of the parties to this Agreement that iLink cannot incur costs of carrying the employees who will be leased to Client through iLink, and to the extent that Client fails to make payment on any invoice within the timeframe specified in this section, Client acknowledges that it will be in material breach of this Agreement, and iLink shall thereupon have the right to terminate this Agreement as set forth in section 2 above.

City of Commerce

Office Administration	MARK UP	PAYRATE	BILL RATE	TERMS
	39%	\$21	\$29.19	14 Days

- Government mandated ACA .10 fee per Employee Hours worked is included on the 39%
- Government mandated Employee Sick Day leave regulations (July 1st, 2015) is included on the 39%
- Temp to Hire: City of Commerce may hire associates after 720 hours
- Worker's Compensation, Liability, EPL Coverage
- Customized training for candidates
- Skill, Assessment and Aptitude Testing for all associates

Late fee shall of 1.5% be applied after the 30th day.

CITY OF COMMERCE

ILINK BUSINESS MANAGEMENT, INC.

By: MICHAEL A. CASALOU

By: Gabriel Ayala

Title: DIRECTOR OF HUMAN RESOURCES

Title: President

Date: July 26, 2016

Date: July 26, 2016

Sign _____

Sign _____

