



SEND KELLY SERVICES, INC.  
PAYMENT P O BOX 31001-0422  
TO PASADENA CA 91110-0422

PLEASE RETAIN THIS PART FOR YOUR RECORDS

<u>BRANCH LOCATION</u>	TEMPE AZ	
<u>BRANCH PHONE NO.</u>	480-838-8405	
<u>BRANCH NO.</u>	1213	17*
<u>CUSTOMER NO.</u>	373142-01	YE

FRACTIONS OF AN HOUR ARE SHOWN DECIMALS  
AS FOLLOWS: .25=15 MIN.; .50=30 MIN.; .75=45 MIN.

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PLEASE DETACH HERE



CORPORATE TAX I.D. 38-1510762	DUN & BRADSTREET I.D. 00-695-8318
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KELLY SERVICES, INC.  
P O BOX 31001-0422  
PASADENA CA 91110-0422

©2009 Kelly Services, Inc.

## Standard Terms and Conditions

This Agreement is between the Customer named on the reverse side of the invoice regarding the provision of temporary staffing and related services by Kelly to Customer. These terms and conditions apply unless Kelly and the Customer have entered into a separate written agreement signed by both parties.

**1. Kelly Guarantee.** Kelly guarantees that temporary employees it assigns to Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will, upon reasonable notice from Customer, cancel charges for unsatisfactory services and furnish a replacement as soon as possible.

**2. Assignment of KTEs.** Customer will place orders with Kelly describing the type of work requested, specific duties to be performed, skills required, and any other requirements. Kelly will assign temporary employees to perform services that Customer requests under Customer's operational supervision.

**3. Employment Relationship with KTEs.** As the provider of staffing services, Kelly will be the employer of Kelly Temporary Employees ("KTEs"), and will be responsible for the staffing services listed below. As the recipient of such staffing services, Customer will be responsible for controlling the environment in which temporary employees perform their work, the details of their work, and their work product, and for the business-related responsibilities below.

**A. Kelly's Responsibilities.** Kelly will: 1) Recruit, select, and hire KTEs; 2) Assign KTEs according to Customer's requirements; 3) Pay KTEs the wages and provide the benefits that Kelly offers to them as its employees (e.g., vacations and holidays); 4) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA); 5) Provide workers' compensation benefits and coverage for KTEs; 6) Maintain KTEs' personnel and payroll records related to their employment by Kelly; 7) Comply with laws, rules or regulations applicable to providers of staffing services; 8) Require KTEs to agree in writing to protect the confidentiality of Customer's proprietary information; 9) Require KTEs to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer; 10) Require KTEs to acknowledge in writing that they have no right to participate in Customer's employee benefit plans; 11) Require KTEs to comply with all rules and policies of Customer (e.g., those relating to premises access and security); 12) Make legally required employment law disclosures to KTEs; and, 13) Provide KTEs of diverse race, gender, ethnicity, and background. Customer may arrange to review Kelly's records as necessary to confirm that Kelly is performing these services. Customer agrees to maintain the confidentiality of records it reviews.

**B. Customer's Responsibilities.** Customer will: 1) Provide KTEs with a safe and suitable workplace and provide Kelly with prompt notice of any injury suffered by a temporary employee; 2) Use KTEs only in assignments that match the job descriptions for which Kelly assigns them; 3) Provide adequate internal controls, supervision, and instructions for KTEs, and be responsible for their conduct when they are required to handle cash, confidential or credit card information, trade secrets, valuables, or similar property; 4) Be responsible for the use of any vehicle or powered mobile equipment by KTEs in connection with an order, except for workers' compensation claims of KTEs; 5) Be responsible for the conduct of its own officers, employees, and agents; and 6) Comply with duties imposed on it by law, rule, or regulation.

**4. Insurance Including Workers' Compensation Coverage.** Kelly will maintain during the term of this Agreement at least the following types and limits of insurance or other coverage for its temporary staffing operations: A) Workers' compensation on the KTEs, in amounts no less than required by law; B) Employer's liability Insurance with a limit of \$1,000,000; C) Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased or rented by Kelly; D) Commercial general liability insurance, including personal injury, contractual liability, and property damage, with a \$1,000,000 combined single limit per occurrence; and, E) Commercial blanket bond with limits of \$3,000,000 per occurrence. Kelly will provide Customer with certificates of this insurance coverage, upon request.

**5. Billing.** Kelly will invoice Customer on a weekly basis for hours worked by temporary employees at agreed-upon hourly bill rates and other expenses. Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item. Kelly will adjust pricing annually and, additionally, to reflect periodic increases in wage and/or related tax, benefit and other costs as the result of an action by a governmental authority, collective bargaining unit or insurance or benefit program (e.g., annual SUTA adjustments). KTEs are presumed to be "nonexempt" employees-- they are paid overtime if Kelly determines overtime pay is legally required (or when Customer has requested payment of overtime). Kelly will charge Customer overtime rates only when Customer has approved or knowingly allowed the overtime. Overtime rates will be calculated by applying to Kelly's bill rate the same overtime multiple as Kelly is required to apply to the Kelly Temporary Employee's pay rate. Customer agrees to review and approve, by signature or electronic means, a record of time worked by Kelly's employees. Customer will also designate a representative to approve the record. If a Customer representative is unavailable, Kelly's representative responsible for the Customer assignment (or other Kelly representative authorized by Customer) may approve a written time card record on Customer's behalf. A different procedure may apply if an electronic timekeeping system is used.

**6.** The services billed may be provided by Kelly Services Global, LLC or Kelly Services USA, LLC, affiliates of Kelly Services, Inc, or third-party staffing providers (collectively, "Staffing Providers"). Kelly Services, Inc. is acting solely as a collection agent on behalf of the Staffing Providers in such cases and bears no liability, except as that of collection agent, to the Staffing Providers or their customers.

**7. Payment Terms.** Payment for services is due upon Customer's receipt of Kelly's invoice (Kelly acknowledges that Customer's processing of the invoice may take up to 5 days).

**8. Conversion and Transition of KTEs.** Customer acknowledges that Kelly incurs substantial expenses for recruiting, screening, qualifying, training, and retaining its employees. Customer agrees to obtain the services of each KTE only through an order with Kelly. Unless otherwise agreed in a writing and signed by both parties, Customer will pay Kelly an amount equal to .30 x KTE's bill rate x 2080 hrs if: (a) Kelly introduces a KTE to Customer and Customer hires or retains the KTE in any capacity either during the assignment or within six months after the last day of the assignment (a "conversion"); or (b) Customer receives the services of the KTE or Payroll Service Employee by assignment, arrangement, or contract through another staffing provider (a "transition"). Payment is due

**9. Issue Resolution and Indemnification.** Kelly and Customer expect to resolve any other issues that arise with respect to performance of this Agreement through business discussion and conciliation. In the unlikely event that resolution efforts are unsuccessful, each party agrees to indemnify the other party (and its officers, directors and employees) for claims, losses, penalties, and damages (and reasonable legal fees) to the extent they arise from the indemnifying party's violation of law or material breach of this Agreement, including obligations listed in this Agreement.

**10. Indemnification Process.** To obtain indemnification, a party must promptly notify the other party, cooperate in resolving the claim, and (when liability to third parties is involved) yield reasonable control of the claim's resolution to the other party. Neither party is obligated to provide or commit itself to indemnity while the underlying matter is still pending.


**11. LIMITATION OF LIABILITY.** NEITHER KELLY NOR CUSTOMER WILL BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUES, OR GOODWILL ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. KELLY'S ENTIRE LIABILITY TO CUSTOMER WILL NOT EXCEED PROVEN DIRECT DAMAGES EQUAL TO PROFITS MADE BY KELLY UNDER THIS AGREEMENT OR \$10,000 PER OCCURRENCE, WHICHEVER IS LESS.

**12. Term.** This Agreement will continue in force unless one party gives the other party at least 15 days' written notice of termination. Kelly may terminate this Agreement immediately for non-payment. Termination of this Agreement will end the staffing relationship, but this Agreement will continue to govern the parties' rights and obligations with respect to the business done before termination, including but not limited to conversion or transition of temporary employees.

**13. Other.** Nothing in this Agreement makes Kelly an agent, partner or joint venturer of Customer. The laws of the State of Michigan will govern this Agreement, without regard to its conflicts of laws rules. Kelly will not be responsible for failure or delay under this Agreement because of force majeure events or other causes beyond its control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies. This Agreement contains all of the terms between Customer and Kelly on the subject of temporary staffing services for the jobs and locations specified; it replaces all prior agreements and representations on the subject. Modifications to this Agreement must be in writing signed and dated by both parties. Forms that may be used by the parties in their staffing relationship such as purchase orders, time cards, and invoice recitals will not supersede, supplement, modify, or control this Agreement.

MARICOPA COUNTY ELECTIONS  
DEPARTMENT  
510 S 3RD AVE  
PHOENIX AZ 85003-2422

DATE	INVOICE NUMBER
08/17/20	33007124



**Name:** MICHELLE TURNER

**Customer Name:** MARICOPA COUNTY ELECTIONS DEPARTMENT

**Authorized By:** ELOPEZ@RISC.MARICOPA.GOV

**Date/Time:** 08/17/2020 13:25

DAILY TIME CARD

**555 6229 374**

**Week Ending Date:** 08/16/2020

**Branch/Order:** 1213 D4016

**Employee ID Number:** 4171

**Confirmation Number:**

DATE	START		END		START		END		LUNCH	REGULAR	OVER	DOUBLE
	HR.	MIN.	HR.	MIN.	HR.	MIN.	HR.	MIN.				
08/10/2020	13:00		17:00						--:--	4.00	0.00	0.00
<b>Total Time Summary</b>										<b>4.00</b>	<b>0.00</b>	<b>0.00</b>

KSG GLOBAL L 08/17/2020, PNW, 16:00:15, KCTL0024

08/17/2020, 80564640

Kelly Services, Inc. and Kelly Services, LTD. Comply with all applicable Federal, State and Provincial wage-hour regulations. As such, hours submitted may have been reallocated to conform to these regulations.