



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute a Professional Services Agreement with Adecco Employment Services for Temporary Clerical and Information Technology Support

**MEETING DATE:** July 6, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute a professional services agreement with Adecco Employment Services for temporary clerical and information technology (IT) support.

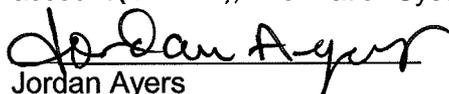
**BACKGROUND INFORMATION:** The Public Works Department has utilized various employment agencies the past 15 years to fill a part-time Administrative Clerk position at the White Slough Water Pollution Control Facility (WSWPCF). Most recently, Adecco Employment Services has provided the part-time employee. The need to hire a part-time employee for another department makes it necessary to formalize the relationship between the City and Adecco Employment Services with a professional services agreement.

This agreement covers two positions – the Administrative Clerk at WSWPCF and a new part-time technical support employee for the Internal Services Department Information Systems Division (ISD). The agreement is for two years with an option for up to two two-year extensions, and the resolution delegates authority to the City Manager to amend the contract to allow for additional temporary positions if needed. The contract for the two positions is for an amount not to exceed \$120,000 for the two-year period.

The Administrative Clerk is responsible for various duties such as answering phones, billings, handling correspondence and assisting with regulatory reporting requirements. The schedule for this position is set at 25 hours a week. ISD begins providing full-time technical support to the Police Department in early July. The contract position will be responsible for providing desktop support such as troubleshooting computer problems, installing software and completing other related tasks as assigned by ISD staff. The schedule will average approximately 27 hours per week.

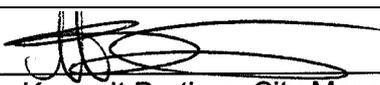
**FISCAL IMPACT:** This agreement provides the staffing flexibility needed by the Wastewater and Information Systems divisions at the lowest cost.

**FUNDING AVAILABLE:** This need was anticipated in the FY 2011/12 budget. Wastewater operating account (170403), Information Systems Division operating account (100411)

  
Jordan Ayers  
Deputy City Manager

  
F. Wally Sandelin  
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst  
cc: Charles Swimley, Deputy Public Works Director  
Steve Mann, Information Systems Division Manager

**APPROVED:**   
Konradt Bartlam, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE I PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Adecco Employment Services (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A and C, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Temporary Clerical and Information Technical (IT) Support (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibits A and C. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A and C, in an amount not to exceed \$120,000.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A & C) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Terms**

The term of this Agreement commences on July 1, 2011 and terminates on June 30, 2013. By mutual agreement, the CITY and CONTRACTOR may enter into an agreement to extend for up to two (2) two-year extensions of this agreement.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibits A and C and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**ti n 2 th c of Payment**

CONTRACTOR shall submit invoices for completed work on a weekly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

**Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with

this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

## **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

### **Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

### **ti 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

### **Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

### **Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit B attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
   221 West Pine Street  
   P.O. Box 3006  
   Lodi, CA 95241-1910  
   Attn: Rebecca Areida-Yadav

To CONTRACTOR: Adecco Employment Services  
   1036 West Robinhood Drive, #108  
   Stockton CA 95207  
   Attn: Jennifer L. Dutro

**Section 4.09 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not

an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4. 3 Law, Jurisdiction, Severability, and Attorney's**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 1 City Business License \_\_\_\_\_ nt**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.1 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters set forth herein. No prior oral or written agreements shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By \_\_\_\_\_  
RANDI JOHL  
CITY CLERK

By \_\_\_\_\_  
KONRADT BARTLAM  
CITY MANAGER

APPROVED AS TO FORM

ADECCO EMPLOYMENT SERVICES

By \_\_\_\_\_  
STEPHEN SCWABAUER  
CITY ATTORNEY 

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Attachments:**

**Exhibit A - Scope of Services/Fee Proposal**

**Exhibit B - Insurance Requirements**

**Exhibit C - Scope of Services/IT Fee Proposal**



**better work, better life**

To: Mr. Konradt Bartlam, City Manager  
City of Lodi  
1331 S. Ham Lane  
Lodi, CA 95242

**TERMS & CONDITIONS**

**Staffing Services.** Adecco will recruit, interview, select and hire assigned employees ("Associates") who, in Adecco's judgment, possess the qualifications you request. Adecco will pay Associates weekly for time worked as submitted on time records verified and approved by your authorized representative. Adecco shall report and pay the employer's share of state and federal taxes, workers' compensation, FICA, and unemployment insurance for compensation paid to them and will submit required tax withholdings.

**Rates and Charges.** Adecco's standard pricing provides for emailed invoices, Web Time approval system, full Adecco interview and standard Adecco assessments and National Criminal Record File check for each Associate at time of first assignment. Further screens may be performed at additional cost. Rates reflect a cash/cash equivalent discount of 3%. Adecco may change rates on 30 days' written notice, including increases due to higher or newly imposed government-mandated costs (such as required wage, payroll tax, insurance premium, assessment, contribution, benefit or fee). Overtime will be billed by applying the same multiple to the straight time bill rate as Adecco is legally required to apply to the Associates' pay rate (usually 1.5). You will be billed for applicable sales, use, excise, value-added, and other like taxes on our Services. A minimum of 4 hours per day will be charged for each Associate. You agree that Adecco may confirm the addition of a new rate or skill classification to this agreement by email, with no further writing necessary. Further charges will apply for non-standard services. Adecco will invoice you weekly for compensable time worked by Associates; payment is due in full upon receipt. We will work with you to resolve any invoice disputes made within 60 days of invoice date.

**Customer Responsibilities,** You are responsible for the supervision and safety of Associates while on your premises including compliance with federal and state laws, including OSHA. You agree to bear the risks of allowing Associates to handle cash (including electronic transactions), checks, keys, credit cards, merchandise, negotiable instruments, or confidential information or to be permitted to travel or operate motor vehicles or equipment, and you shall defend and hold harmless Adecco from these risks. Associates are not authorized to bind Client or Adecco, to render professional opinions, or to sign their names or Adecco's name to financial statements or tax returns. You agree not to permit Associates to climb or operate 8 feet or more above the ground or manually lift objects greater than 50 lbs. per person. You agree not to change an Associate's assigned duties without Adecco's prior approval. You agree to provide Associates with meal and/or rest breaks required by law. Time must be approved no later than 2pm Tuesday following the Sunday work week end; if not, hours submitted will be deemed approved. For hours entered after midnight Sunday, you will receive an email notification for approval to be made within 24 hours. You shall notify Adecco if any positions filled under this Agreement are subject to prevailing wage laws.

**Hiring of Associates.** You agree to compensate us for "converting" a current or recent Associate. A conversion occurs when you obtain the services of our Associate either by 1) directly hiring the Associate onto your payroll, or 2) by assignment, arrangement or contract from a source other than Adecco and 3) the Associate was on assignment to you by Adecco anytime within the preceding 90 days. If you choose to convert an Associate, the fee structure on the following page applies.

**Miscellaneous-** Except as otherwise provided herein, all changes to this Agreement must be in writing and signed by both parties. Each party's liability under this Agreement, if any, is limited to direct damages and to the risks and responsibilities inherent in that party's business or activity. WEB TIME SERVICES ARE PROVIDED "AS IS", AND WITH ALL FAULTS. ADECCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH WEB TIME, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Client's sole remedy, and Adecco's aggregate liability with respect to Web Time, shall not exceed \$100. Any terms contained in any other document between the parties shall not supersede this agreement unless specifically agreed to in writing by the parties. Either party may terminate the active staffing relationship at any time; after termination, these Terms and Conditions will continue to govern the parties' rights and obligations regarding the services and work performed before the termination.

**MOST REQUESTED SKILL CLASSIFICATIONS**

**EXHIBIT A**

Adecco's rates are based on fair and competitive pay rates to attract and retain quality employees and may vary according to client's requirements. These rates are based on Adecco's standard services and reflect a cash/cash equivalent discount of 3%. Adecco reserves the right to increase these rates due to increased or new government-mandated costs (such as a required wage, minimum wage, payroll tax, insurance premium, assessment, contribution, benefit, or fee). Payment terms due upon receipt.

SKILL CLASSIFICATIONS	Bill Rate Range
<b>CLERICAL</b>	
<p><b>Receptionist</b> - Welcomes staff, directs visitors to the appropriate department. Common activities: handling incoming calls, performing general clerical duties.</p>	\$16.78 - \$19.64
<p><b>General Office Assistant/Clerk</b> - Supports staff with various tasks. Common activities: Photocopying, filing, answering phones and customer service.</p>	\$15.71 - \$19.64
<p><b>Mail Clerk [1]</b> - Distributes and collects incoming mail and processes outgoing mail. Common activities: organizing and sorting, affixing and recording postage on registered mail and packages.</p>	\$19.06 - \$22.52
<p><b>File Clerk</b> - Files, batches and/or collates material according to standard systems. Common activities: organizing and filing materials, maintaining logs, photocopying materials.</p>	\$28.17 - \$33.85
<p><b>Records Clerk</b> - Maintains records. Common activities: labeling, indexing, posting, coding, sorting, filing and purging.</p>	\$18.84 - \$23.13
<p><b>Front Desk Coordinator</b> - Manages the company's lobby area. Common activities: greeting and directing visitors including staff, vendors, customers and job candidates. Ensuring completion of paperwork, sign-in and security procedures.</p>	\$16.78 - \$19.90
<p><b>Switchboard Operator</b> - Handles a high volume of phone calls through a switchboard or computerized program. Common activities: managing incoming/outgoing calls, announcing calls, taking and conveying messages, and providing contact information.</p>	\$15.44 - \$16.70
<p><b>Receptionist/Word Processor</b> - Answers light to moderately busy phones. Performs entry-level word processing and some higher degree clerical duties. Common activities: typing memos, forms and routine correspondence.</p>	\$24.91 - \$30.06
<b>ADMINISTRATIVE</b>	
<p><b>Administrative Assistant I (0-2 years experience)</b> - Supports staff through scheduling, organizing and initiating or completing spreadsheet and presentation projects. Common activities: word processing, fielding telephone calls, filing and organizing workflow, documents and materials.</p>	\$24.49 - \$29.16
<p><b>Administrative Assistant II</b> - Possesses all the skills of an Administrative Assistant I. In addition has over 2 years experience.</p>	\$27.56 - \$32.68
<p><b>Executive Assistant</b> - Performs top-level duties for executive management. Common activities: arranging meetings, coordinating travel, setting up telephone or videoconferences, screening and fielding calls, preparing reports and presentations.</p>	\$28.17 - \$33.85
<p><b>Office Manager</b> - Ensures office productivity. Common activities: managing office personnel and activities, developing office policies, and directing procedures and general office activities such as filing correspondence and mail distribution.</p>	\$32.97 - \$41.27
<b>BANKING</b>	
<p><b>Mortgage Processor</b> - Creates new mortgage files and approval summaries. Common activities: entering information on log sheets, reviewing and preparing documentation, notifying underwriters of irregularities.</p>	\$16.30 - \$19.21
<p><b>Loan Processor I</b> - Verifies and compiles information to process loans. Performs verification of credit history and employment information. Common activities: preparing and reviewing loan documents entering and researching information utilizing multiple computerized systems.</p>	\$29.03 - \$34.56
<p><b>Senior Loan Processor</b> - Possesses all the skills of Loan Processor. In addition has over 6 months experience.</p>	\$31.99 - \$40.01
<b>ACCOUNTING</b>	
<p><b>Accountant (General, Cost 1-3yrs exp)</b> - Prepares financial statements and various accounting reports. Common activities: auditing contracts, ordering, vouchering, implementing general accounting systems.</p>	\$24.88 - \$29.60
<p><b>Accounts Payable Clerk</b> - Reviews and prepares work for entry to accounts payable system. Common activities: payment processing, recording entries with codes for general ledger reclassification, researching problems, 10 key by touch or sight.</p>	\$19.34 - \$23.48
<p><b>Accounting Clerk</b> - Performs light clerical duties within an accounting function. Common activities: matching payments, checking purchase orders, performing other routine calculations with specific instructions, 10 key by touch or sight.</p>	\$20.73 - \$24.61
<p><b>Accounting Data Entry Clerk</b> - Performs standard mathematical computations. Posts results or verifies computations made by others. Common activities: 10 key by touch or sight, understanding of one or more electronic calculating systems and/or machines.</p>	\$17.78 - \$21.02
<b>CONTACT CENTER REPRESENTATIVE</b>	
<p><b>Contact Center Representative (Inbound)</b> - Provides customer assistance over the phone, email or internet chat. Common activities: answering questions, problem resolution, following up and escalating calls.</p>	\$17.31 - \$22.42
<p><b>Help Desk Representative (Inbound)</b> - Helps customers who are having basic operational problems and system malfunctions. Common activities: answering questions, problem resolution, staying informed of all changes in operating systems, following-up and escalating calls.</p>	\$29.03 - \$34.56
<p><b>Contact Center Lead</b> - Manages contact center representatives. Common activities: scheduling, problem resolution, call volume monitoring and management, coaching representatives, handling escalated calls.</p>	\$28.96 - \$36.60
<p><b>Contact Center Sales Representative (Outbound)</b> - Telephone sales of products and services. Common activities: lead generation, setting appointments, closing sales, or conducting surveys.</p>	\$18.11 - \$23.03
<b>CUSTOMER SERVICE &amp; SALES</b>	
<p><b>Demonstrator</b> - Presents detailed description of products to an audience. Common activities: memorizing short scripts, presenting to individuals and groups.</p>	\$25.59 - \$32.00
<p><b>Sales Representative</b> - Interacts with potential customers either in person or over the phone. Common activities: following up on leads, generating leads, and closing sales.</p>	\$31.99 - \$40.01
<p><b>Customer Service Representative</b> - Utilizes established guidelines to provide customers with pricing, delivery, and product information either in person or over the phone. Common activities: Receiving and answering customer questions, handling complaints, maintaining records and preparing required reports.</p>	\$20.24 - \$24.93
<p>[1] If lifting is required, workers' compensation classification may vary and will impact bill rate.</p>	

**CONVERSION / TRANSFER FEE**

You agree to compensate us for 'converting' a current or recent Associate. A conversion occurs when, by direct hire or by assignment, arrangement, or contract from a source other than Adecco, you obtain the services of a person who, anytime within the preceding 90 days, was on assignment to you from Adecco. The general conversion cost is 30% of the person's annualized pay in his or her new employment. However, if the conversion is by your direct hire of the person, the following discounted cost applies instead:

Preceding the conversion	Cost of conversion: percentages are of the person's annualized pay in his or her new employment
1 - 160	30%
161 - 480	25%
481 - 960	20%
961 - 1440	15%
1441+	\$1,500

**ASSOCIATE GUARANTEE**

If for any reason you are dissatisfied with an Associate's qualifications and notify Adecco within the first 8 hours of the assignment, you will not be charged for the hours worked by the Associate and Adecco will make reasonable efforts to provide a replacement. This guarantee is your sole remedy for dissatisfaction with an Associate's qualifications, performance or conduct.

**BACKGROUND CHECK**

Adecco provides discount pricing for background screenings through Lexis Nexis. Client will pay for the cost of all background checks plus an administrative fee equal to 12.0%. Costs are determined by type of background check required.

**ADDITIONAL TERMS**

Your bill rate ..... based on the \$10.50 pay rate. All Clerical/Administrative positions: 49.6% mark-up.

\_\_\_\_\_  
Signature of Client's Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Adecco's Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



**5-413 Insurance Reuirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |  |   |
|--|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u><br/>                 \$1,000,000 Ea. Occurrence<br/><br/>                 \$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVEAUTOMOBILE LIABILITY</u><br/>                 \$1,000,000 Bodily Injury - Ea. Person<br/>                 \$1,000,000 Bodily Injury - Ea. Occurrence<br/><br/>                 \$1,000,000 Property Damage - Ea. Occurrence</p> |
|--|---|

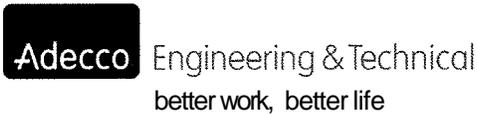
NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
 Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
 (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
 Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause  
 The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Chanae in Coveraae Endorsement  
 This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**5-414 Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**NOTE:** Certificate Holder Address: **City of Lodi**  
**221 West Pine Street**  
**Lodi CA 95240**



**PRICING AGREEMENT**  
City of Lodi

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**Confidentiality**

Personal data submitted by Adecco Engineering & Technical regarding its associate employees and candidates is highly confidential and for the Client's personnel use only.

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Client Name (Report to): City of Lodi

Address: 221 W. Pine Street

City: Lodi                      State: CA                      Zip: 95240

Contractor Name: Thomas Newhall

Expected Start Date: July 11, 2011

Supervisor: Steve Mann

Assignment Location: 221 W. Pine Street

Hourly Billing Rate: \$23.20                      Overtime Billing Rate: \$34.80

Invoice Mailing Address: 221 W. Pine Street

City: Lodi                      State: CA                      Zip: 95240

Attention To: Jordan Ayers

Additional Terms and Conditions:

Conversion/Transfer Fee
1-200 hours=20% of Annual Salary
201-400 hours=15% of Annual Salary
401-600 hours=12% of Annual Salary
601-800 hours=10% of Annual Salary
801-1000 hours=5% of Annual Salary
1001-1200 hours=3% of Annual Salary

**The undersigned acknowledges receipt and acceptance of Adecco Engineering & Technical's Terms and Conditions.**

\_\_\_\_\_  
*Client Name*

\_\_\_\_\_  
*Client Address*

\_\_\_\_\_  
*Signature of Client's Authorized Representative*

\_\_\_\_\_  
*Title*

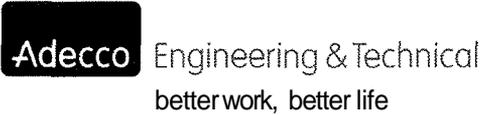
EXHIBIT C - Part 1

*Printed Name*

*Date*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Phone Number*



**TERMS & CONDITIONS**

**Staffing Services.** Adecco will recruit, interview, select and hire assigned employees ("Consultants") who, in Adecco's judgment, possess the qualifications you request. Adecco will pay Consultants weekly for time worked as submitted on time records verified and approved by your authorized representative. Adecco shall report and pay the employer's share of state and federal taxes, workers' compensation, FICA, and unemployment insurance for compensation paid to them and will submit required tax withholdings.

**Guarantee.** If for any reason you are dissatisfied with a Consultant's qualifications and notify Adecco within the first 8 hours of the assignment, you will not be charged for the hours worked by the Consultant and Adecco will make reasonable efforts to provide a replacement. This guarantee is your sole remedy for dissatisfaction with a Consultant's qualifications, performance or conduct.

**Rates and Charges.** Adecco's standard pricing provides for emailed invoices, Web Time approval system, full Adecco interview and standard Adecco assessments and National Criminal Record File check for each Consultant at time of first assignment. Non-standard processes will result in an additional 5% added to the bill rate. Further screens may be performed at additional cost. Rates reflect a cash/cash equivalent discount of 3%. Adecco may change rates on 30 days' written notice, including increases due to higher or newly imposed government-mandated costs (such as required wage, payroll tax, insurance premium, assessment, contribution, benefit or fee). Overtime will be billed by applying the same multiple to the straight time bill rate as Adecco is legally required to apply to the Consultants' pay rate (usually 1.5). You will be billed for applicable sales, use, excise, value-added, and other like taxes on our Services. A minimum of 4 hours per day will be charged for each Consultant. You agree that Adecco may confirm the addition of a new rate or skill classification to this agreement by email, with no further writing necessary. Further charges will apply for non-standard services. Adecco will invoice you weekly for compensable time worked by Consultants; payment is due in full upon receipt. We will work with you to resolve any invoice disputes made within 60 days of invoice date. You shall notify Adecco if any positions filled under this Agreement are subject to prevailing wage laws.

**Per Diem.** For Consultants who are paid per diem, the Bill Rate shall include the Per Diem payment. Per Diem payments shall not be deemed expenses for the purposes of allowable/pre-approved expenses. Adecco uses the IRS-approved federal per diem rate .

**Customer Responsibilities.** You are responsible for the supervision and safety of Consultants while on your premises including compliance with federal and state laws, including OSHA. You are responsible for the work and work product of the Associates. You agree to bear the risks of Consultants handling cash (including electronic transactions), checks, keys, credit cards, merchandise, negotiable instruments, or confidential information or to be permitted to travel or operate motor vehicles or equipment, and you shall defend and hold harmless Adecco from these risks. Consultants are not authorized to bind Client or Adecco, to render professional opinions, or to sign their names or Adecco's name to financial statements or tax returns. You shall not permit Consultants to climb or operate 8 feet or more above the ground or manually lift objects greater than 50 lbs. per person. You agree not to change a Consultant's assigned duties without Adecco's prior approval. You agree to provide Consultants with meal and/or rest breaks required by law. Time must be approved no later than 2 pm Tuesday following the Sunday work week end; if not, hours submitted will be deemed approved. For hours entered after midnight Sunday, you will receive an email notification for approval to be made within 24 hours.

**Hiring of Consultants.** You agree to compensate us for "converting" a current or recent Consultant. A conversion occurs when you obtain the services of our Consultant either by 1) directly hiring the Consultant onto your payroll, or 2) by assignment, arrangement or contract from a source other than Adecco and 3) the Consultant was on assignment to you by Adecco anytime within the preceding 90 days. If you choose to convert a Consultant, the fee structure on the following page applies.

**Miscellaneous.** Except for rate increases, all changes to this Agreement must be in writing and signed by both parties. Each party's liability under this Agreement, if any, is limited to direct damages and to the risks and responsibilities inherent in that party's business or activity. WEB TIME SERVICES ARE PROVIDED "AS IS", AND WITH ALL FAULTS. ADECCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH WEB TIME, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Client's sole remedy, and Adecco's aggregate liability with respect to WebTime, shall not exceed \$100. Any terms contained in any other document between the parties shall not supersede this agreement unless specifically agreed to in writing by the parties. Either party may terminate the active staffing relationship at any time; after termination, these Terms and Conditions will continue to govern the parties' rights and obligations regarding the services and work performed before the termination.

**Client** City of Lodi

**Adecco USA, Inc.**

Name: Jordan Ayers

Name: Marcos D. Codina

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

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

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

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

RESOLUTION NO. 2011-106

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PROFESSIONAL SERVICES AGREEMENT FOR  
ADECCO EMPLOYMENT SERVICES

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WHEREAS, the Public Works Division requires the services for temporary clerical support at the White Slough Water Pollution Control Facility, and the Information Systems Division requires the services for a temporary Information Technology Position; and

WHEREAS, Adecco Employment Services currently provides temporary clerical support for the City of Lodi; and

WHEREAS, staff recommends executing a Professional Services Agreement with Adecco Employment Services for temporary clerical support for White Slough Water Pollution Control Facility and a temporary Information Technology position in an amount not to exceed \$120,000 for a two-year period; and

WHEREAS, staff further recommends authorizing the City Manager to amend the contract to allow for additional temporary positions if needed.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Adecco Employment Services, of Stockton, California, to provide temporary clerical support for White Slough Water Pollution Control Facility and a temporary Information Technology position in an amount not to exceed \$120,000 for a two-year period; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to amend the contract to allow for additional temporary positions if needed.

Dated: July 6, 2011

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I hereby certify that Resolution No. 2011-106 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk