



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute a Professional Services Agreement and Extensions with Adecco Employment Services for Temporary Clerical and Information Technology Support (\$170,000)

**MEETING DATE:** June 19, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute a Professional Services Agreement and extensions with Adecco Employment Services for temporary clerical and information technology support, in the amount of \$170,000.

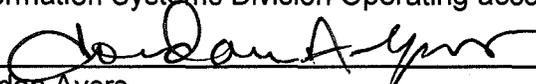
**BACKGROUND INFORMATION:** The Public Works Department has utilized various employment agencies the past 17 years to fill a part-time Administrative Clerk position at the White Slough Water Pollution Control Facility (WSWPCF). Most recently, Adecco Employment Services has provided part-time employees to the new Surface Water Treatment Facility (SWTF) and a temporary employee to the Internal Services Department Information Systems Division (ISD). The agreement with Adecco Employment Services was approved on July 6, 2011 by Resolution No. 2011-106. The agreement was for a period of two years, expiring on June 30, 2013.

The current agreement covers three positions – the Administrative Clerks at WSWPCF and SWTF and a technical support employee for ISD. The Administrative Clerk positions are 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 per week. The technical support employee for ISD is responsible for providing desktop support such as troubleshooting computer problems, installing software and completing other related tasks as assigned by ISD staff. The contract for the three positions is for an amount not to exceed \$170,000 for the two-year period.

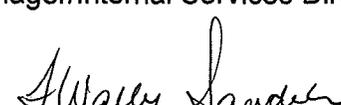
Staff recommends that the City Manager be authorized to execute the Professional Services Agreement and up to two two-year extensions of the Professional Services Agreement.

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

**FUNDING AVAILABLE:** This need is anticipated in the FY 2013/14 budget: Water Operating account (180461), Wastewater Operating account (170403), and Information Systems Division Operating account (100411).

  
Jordan Ayers

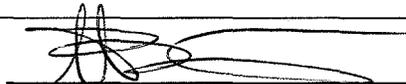
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin

Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst  
FWS/RAY/pmf  
cc: Information Systems Division Manager

**APPROVED:**

  
Konradt Bartlam, City Manager

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2013, 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, 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 Exhibit A. 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.

**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) 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 Term**

The term of this Agreement commences on July 1, 2013 and terminates upon the completion of the Scope of Services or on June 30, 2015, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional two (2) two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this

Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

### **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 Exhibit B 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.

#### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly 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.

### **Section 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 C 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 W. Robinhood Drive, Ste. 108  
                                  Stockton, CA 95207  
                                  Attn: Jennifer L. Dutro

**Section 4.9 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 B 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 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

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 4.14 City Business License Requirement**

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 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered

hereunder. This Agreement may not be modified 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.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

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

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

ADECCO EMPLOYMENT SERVICES

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


By: \_\_\_\_\_  
Name:  
Title:

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source:** 180461/170403/100411  
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\Adecco2013

CA:rev.01.2012



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 for each Associate at time of first assignment. 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 are 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 or become subject to a Wage Determination, federal or state prevailing wage, living wage and/or special fringe benefit requirements, including but not limited to the Service Contract Act. You acknowledge that Adecco relies solely on your job descriptions in making exempt/non-exempt pay classifications, and you shall ensure that the functions and duties actually performed by Associates are accurately reflected in the job descriptions.

**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 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.

### REQUESTED SKILL CLASSIFICATIONS

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
Clerical Administrative	\$15.71 - \$19.09

[1] If lifting is required, workers' compensation classification may vary and will impact bill rate.

#### 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:

Total hours (rounded up) billed to you for the converted person's work in the 365 days 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

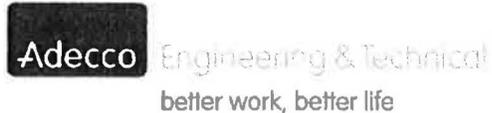
Adecco provides discount pricing for background screenings through Lexis Nexis. Client will pay for the cost of all background checks plus an administrative fee equal to 12.0%. Costs are determined by type of background check required.

#### ADDITIONAL TERMS

All Clerical/Administrative positions: 49.6% mark-up, on top of desired pay rate.

	Step A	Step B	Step C	Step D	Step E
Pay Rate	10.50	11.02	11.57	12.15	12.76

Adecco represents and warrants that it is in compliance Affordable Care Act. Adecco agrees to defend, indemnify and hold the Client harmless against any fines, costs or other losses as a result of Adecco's non-compliance with the Affordable Care Act.



**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 Newall

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: Adecco represents and warrants that it is in compliance Affordable Care Act. Adecco agrees to defend, indemnify and hold the Client harmless against any fines, cost or other losses as a result of Adecco's non-compliance with the Affordable Care Act.

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

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## EXHIBIT C

**Insurance Requirements 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:

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

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.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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 Change in Coverage 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 Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**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 Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2013-112

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT AND EXTENSIONS WITH ADECCO  
EMPLOYMENT SERVICES FOR TEMPORARY CLERICAL  
AND INFORMATION TECHNOLOGY SUPPORT

WHEREAS, the Public Works Division requires the services for temporary clerical support at the White Slough Water Pollution Control Facility and the Surface Water Treatment Facility, and the Internal Services Department Information Systems Division requires the services for a temporary Information Technology position; and

WHEREAS, on July 6, 2011, City Council approved a Professional Services Agreement with Adecco Employment Services to provide temporary clerical and Information Technology support for the City of Lodi. The current agreement expires on June 30, 2013; and

WHEREAS, staff recommends the City Manager be authorized to execute a new Professional Services Agreement and up to two 2-year extensions with Adecco Employment Services.

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 the White Slough Water Pollution Control Facility and the Surface Water Treatment Facility and a temporary Information Technology position in an amount not to exceed \$170,000 for a two-year period; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute up to two 2-year extensions to the Professional Services Agreement.

Dated: June 19, 2013

I hereby certify that Resolution No. 2013-112 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 19, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katakian, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk