

AGREEMENT FOR TEMPORARY HELP SERVICES FOR THE COUNTY OF MONTEREY

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and MANPOWER, INC./CALIFORNIA PENINSULA, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10129) for Temporary Help Services to the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10129 for Temporary Help Services and in this AGREEMENT on the terms and conditions contained herein and in RFP #10129 for Temporary Help Services. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10129 for Temporary Help Services dated July 14, 2008
- Addendum #1
- CONTRACTOR Proposal dated August 25, 2008 including all attachments and exhibits, to RFP #10129
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the

contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP #10129 for Temporary Help Services, Addendum No. 1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1** Individual County departments will request services directly from CONTRACTOR.
- 1.1.1 Each department will be responsible for issuing purchase orders in order to finalize the ordering process and expedite processing of invoices.
- 1.1.2 A list of contacts/liasons for each department will be provided upon award of the master agreement.
- 1.1.3 CONTRACTOR shall honor requests or extensions for temporary help services only from authorized department contacts/liasons. Failure to comply with this procedure may result in nonpayment.
- 1.1.4 County reserves the right to appoint **one (1) single point of contact** with whom CONTRACTOR would communicate for all temporary employment requests, and would invoice for services provided during the term of this Agreement. County will notify CONTRACTOR in writing should such a decision be implemented.
- 1.2** During the initial request for the services of a temporary employee, the County department will notify CONTRACTOR of any special needs. At that time the department will notify CONTRACTOR if the position requires a criminal background check. The County will pay for any required background check.
- 1.3** CONTRACTOR shall respond to a request for temporary services from any individual County department within two (2) business hours indicating whether or not CONTRACTOR will be able to provide a qualified skilled employee.
- 1.3.1 If an employee is available, CONTRACTOR shall send the employee within four (4) business hours.
- 1.3.2 This requirement may be adjusted by mutual agreement between CONTRACTOR and the individual County department contact person on a case-by-case basis.
- 1.3.3 NOTE: Standard County business hours are from 8:00 a.m. to 5:00 p.m.
- 1.3.4 CONTRACTOR shall honor requests or extensions for temporary help services only from County department contact persons who have been so authorized. Failure to comply with this procedure may result in nonpayment.
- 1.4** CONTRACTOR agrees to provide temporary help services, as described in job descriptions on EXHIBIT A - BENCHMARK SPECIFICATIONS, to the County at the rates described in EXHIBIT B - PRICE SCHEDULE for the term of the period(s) as described within this Agreement.
- 1.5** The use of temporary help services by the County pursuant to this Agreement shall be limited to a period not to exceed 700 hours per fiscal year for any single peak load, temporary absence, or emergency situation.

- 1.5.1 CONTRACTOR shall be responsible for tracking cumulative hours per **individual assignment of a specific classification at a specific location** on at minimum a monthly basis, and reporting this information to the authorized departmental contact and the Contracts/Purchasing Division contact.
 - 1.5.2 CONTRACTOR shall also be responsible for tracking cumulative hours per individual **employee** on at minimum a monthly basis, and reporting this total to the authorized departmental contact.
 - 1.5.3 To maintain compliance with the timeframe specified in Section 1.5, the County may exercise its termination rights under Section 1.6.
- 1.6 COUNTY maintains the right to terminate any assignment without notice for any reason. The County may also request that CONTRACTOR remove and replace any employee without cause or justification.
 - 1.7 CONTRACTOR shall be responsible for conforming to all applicable federal and state labor laws and regulations. Regular and premium or overtime hourly rates paid to employees are the responsibility of CONTRACTOR.
 - 1.8 Neither CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County for employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.
 - 1.8.1 It is expressly agreed by the parties hereto that no work, act, commission or omission of CONTRACTOR shall be construed to make or render CONTRACTOR to be an agent, employee or servant of the County.
 - 1.9 CONTRACTOR and its employees shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with the temporary employment services associated with this Agreement.
 - 1.9.1 In this connection, the term "*privileged information*" includes, but is not limited to, unpublished information relating to technological development, land use, property owners, claims and litigations, and knowledge of selections of future contractors.
 - 1.9.2 CONTRACTOR and its employees shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to County employees.
 - 1.10 Any reports, data, or other information, given to, prepared by or assembled by CONTRACTOR which County requests, shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the County.
 - 1.11 After thirty (30) calendar days of service by one of the CONTRACTOR's employees, the County has the right to hire CONTRACTOR's employee without paying a fee.
 - 1.11.1 If CONTRACTOR's employee applies for a position in the County different from the position the current job order fills, then the County shall not owe a fee to

CONTRACTOR regardless of the length of service by CONTRACTOR'S employee.

- 1.11.2 Thirty (30) calendar days of "service" is defined as being both those days worked (i.e. weekdays), as well as those days not worked (i.e. holidays and weekends), within those thirty (30) consecutive days.

2.0 TERM OF AGREEMENT

- 2.1 The initial term of this Agreement shall commence on the date of last signature below through and including March 31, 2012 with the option to extend the Agreement for three (3) additional one (1) year periods.
- 2.2 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.
- 2.3 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 2.4 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes in writing.

3.0 COMPENSATION AND PAYMENTS

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the Agreement in accordance with EXHIBIT B - PRICE SCHEDULE, for those positions specified in EXHIBIT A - BENCHMARK SPECIFICATIONS herein.
- 3.2 County agrees to pay CONTRACTOR, at the rates listed on EXHIBIT B - PRICE SCHEDULE, for services the County authorizes and uses.
- 3.3 Rates per EXHIBIT B - PRICE SCHEDULE, shall be guaranteed for two (2) years from the date of the Agreement. The County reserves the option to extend this Agreement three (3) additional one (1) year periods, which may include rates to be negotiated.
- 3.4 CONTRACTOR, shall commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.4.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 3.4.2 County does not have to provide a reason if it elects not to renew.
- 3.5 Invoice amounts shall be billed directly to the ordering department.
- 3.5.1 County reserves the right to appoint a single point of contact.

- 3.6 CONTRACTOR shall make no charge for unsatisfactory performance, as judged by County, provided that the County notifies CONTRACTOR within four (4) hours after such service by one of CONTRACTOR's employees has begun.
- 3.7 CONTRACTOR shall reference Agreement number and RFP #10129 for Temporary Help Services on all invoices submitted to the County.
- 3.7.1 CONTRACTOR shall provide, to each applicable County department, a weekly invoice in triplicate form for services rendered showing:
- 3.7.1.1 County department in which services were performed,
- 3.7.1.2 County Purchase Order Number (specific to each department),
- 3.7.1.3 Copy of the time card for each employee of CONTRACTOR. Such time card must be approved and signed by an authorized representative of the respective County department requesting temporary help services.
- 3.7.2 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services.
- 3.7.3 The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice.
- 3.7.4 County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement.
- 3.7.5 County shall promptly submit such invoice to the County Auditor-Controller for payment.
- 3.7.6 County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

4.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

5.0 INSURANCE

5.1 Evidence of Coverage:

Prior to commencement of this Agreement, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

5.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

5.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR(s) duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent CONTRACTOR(s), Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

5.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or

profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

5.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

5.5 Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each sub-CONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each sub-CONTRACTOR showing each sub-CONTRACTOR has identical insurance coverage to the above requirements.

5.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured's with respect to liability arising out of the CONTRACTOR(S) work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR(S) insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

5.7 Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

5.8 CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

6.0 NOTICES

Notices required to be given to the respective parties under this Agreement shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR(S) responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this Agreement, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

TO THE CONTRACTOR:

MANPOWER STAFFING SERVICES
622 Northridge Mall
Salinas, CA 93906
Tel. No.: (831) 443-8000
Fax No.: (831) 444-7234

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

CONTRACTOR

By: _____

Signature of Chair, President, or
Vice-President

Printed Name and Title

Dated: _____

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated: _____

* INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A
BENCHMARK SPECIFICATIONS

OFFICE ASSISTANT II

Manually or by using a typewriter, personal computer and other office equipment, performs a variety of general and or specialized clerical activities within a record keeping system or program area such as forms processing, record maintenance, reception, filing, proofing, light typing, and assembling data.

OFFICE ASSISTANT III

Performs highly responsible and specialized clerical-technical work in a specific program or specialized record keeping system. May use personal computer or other office equipment to accomplish this.

SECRETARIAL ASSISTANT

Types 50 w.p.m. Uses a personal computer or typewriter to perform a variety of routine secretarial and clerical work with some responsibility for basic administrative detail.

SECRETARY

Types 50 w.p.m. Acts as secretary or personal assistant to a professional or administrative employee. Uses a personal computer or typewriter to perform a variety of secretarial support and minor administrative duties.

ACCOUNT CLERK

Receives and accounts for cash, checks and other negotiable items. Posts numerical data. Checks documents for numerical accuracy. Uses 10-key adding machine. May use personal computer or typewriter.

ACCOUNTING TECHNICIAN

Full-charge bookkeeper. Establishes, maintains and controls highly complex financial and statistical records. Performs limited financial/fiscal data analysis. May supervise the work of other clerical employees.

DATA ENTRY

10,000 keystrokes per hour. Ability and skill to use computer equipment to complete a full range of data entry tasks.

WORD PROCESSOR

Types 50 w.p.m. Uses personal computer and knowledge of system specified to set up and prepare final documents from rough drafts. Heavy production work.

LABORER

Ability to lift 50 lbs; performs labor duties such as hauling, lifting, or moving.

EXHIBIT B - PRICE SCHEDULE

MANPOWER, INC. / CALIFORNIA PENINSULA

COUNTY	CONTRACTOR'S MATCHING	REGULAR - BILL	HOURLY BILL RATE	HOURLY PAY RATE Including Payroll costs, FICA, etc., PAY RATE
TITLE	POSITION TITLE	REGULAR FACILITIES	(Health & Medical Facilities)	
Office Assistant II	Office Assistant II	\$12.51 - \$15.29	\$13.95 - \$17.05	\$9.00 - \$11.00
Secretarial Assistant	Secretarial Assistant	\$13.90 - \$16.68	\$15.50 - \$18.60	\$10.00 - \$12.00
Secretary	Secretary	\$16.68 - \$20.85	\$18.60 - \$23.25	\$12.00 - \$15.00
Account Clerk	Account Clerk	\$15.29 - \$19.46	\$17.05 - \$21.70	\$11.00 - \$14.00
Accounting Technician	Accounting Technician	\$16.68 - \$23.63	\$18.60 - \$26.35	\$12.00 - \$17.00
Data Entry	Data Entry	\$13.90 - \$16.63	\$15.50 - \$18.60	\$10.00 - \$12.00
Word Processor	Word Processor	\$15.29 - \$20.85	\$17.05 - \$23.26	\$11.00 - \$15.00
Laborer	Laborer	\$11.12 - \$13.90	\$12.40 - \$15.50	\$8.00 - \$10.00