

STAFF REPORT



ITEM NO. 6 CITY OF OCEANSIDE

DATE: June 6, 2012

TO: Honorable Mayor and Councilmembers

FROM: Water Utilities Department

SUBJECT: **AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AEROTEK, INC. FOR A TEMPORARY WATER PLANT OPERATOR AND A TEMPORARY INSTRUMENTATION TECHNICIAN I**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 to the professional services agreement with Aerotek, Inc. of Hanover, Maryland, in an amount not to exceed \$89,216 for a temporary water plant operator and a temporary instrumentation technician due to retirements and an on the job injury; and authorize the City Manager to execute the amendment.

BACKGROUND

In October 2011, a Water Plant Operator III retired from the Weese Filtration Plant leaving staffing short for this facility. Notification of a December 2011 retirement of a Water Plant Operator III at the Mission Basin Desalting Facility eliminated the potential to move staff during the recruitment process. Staff administratively approved a professional services agreement with Aerotek, Inc., a technical staffing company, to provide a temporary Water Plant Operator III for 6 months during the recruitment phase for a permanent Plant Operator III. The Department has recently concluded the interviewing/selection process for this position.

In April of 2012, an employee was injured on duty and the employee's estimated return to work is two to five months. Due to the technical and regulatory nature of the position, work flow necessitates having a temporary employee to fill this void. Aerotek, Inc., was contacted to add another temporary employee to their existing agreement. Due to the cumulative total of the original professional services agreement and Amendment 1 exceeding \$50,000, this item is being presented to Council for approval.

ANALYSIS

In October of 2011, staff contacted approximately eighteen technical staffing agencies for a Water Plant Operator III. Three agencies thought they might have a candidate who would fit the job description and certification requirements. Aerotek, Inc., was the only

agency that had candidates meeting these requirements. They were able to provide three candidates for interviewing.

In April of 2012, staff contacted Aerotek, Inc., to provide a temporary Instrumentation Technician I candidate. An amendment to the existing contract would be the most expeditious way to fill this temporary vacancy.

FISCAL IMPACT

In comparison, a fulltime benefitted Water Plant Operator III at the "B Step" has a loaded annual compensation valued at \$88,900; the temporary Water Plant Operator III, paid at the "B Step" would have an annual compensation of \$99,840. A fulltime benefitted Instrumentation Technician I at the "A Step" has a loaded annual compensation valued at \$93,670; the temporary Instrumentation Technician I paid at the "A Step" would have an annual compensation of \$97,302. Long term temporary employees in these positions would not be cost effective to the department.

The original professional services agreement was for \$49,920 and encumbered in the Water Administration fund (750010711.5310). Amendment 1 increases the original professional services agreement by \$39,296; the Sewer Administration fund (800010721.5310) has an available balance of \$15,000; a budget transfer was requested to transfer \$25,000 from professional services (5305) to temporary agencies (5310) making the combined total of available balance \$40,000. Therefore budgeted funds are available for the temporary employees.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

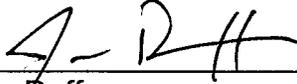
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATIONS

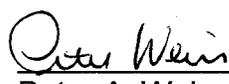
Staff recommends that the City Council approve Amendment 1 to the professional services agreement with Aerotek, Inc. of Hanover, Maryland in an amount not to exceed \$89,216 for a temporary water plant operator and a temporary instrumentation technician; and authorize the City Manager to execute the amendment.

PREPARED BY:



Jason Dafforn
Acting Water Utilities Division Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

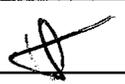
Michelle Skaggs Lawrence, Deputy City Manager



Cari Dale, Water Utilities Director



Teri Ferro, Financial Services Director



Attachment A: Amendment 1

Attachment B: Original Professional Services Agreement

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: TEMPORARY WATER PLANT OPERATOR III

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered this 14th day of May 2012, by and between the City of Oceanside, Water Utilities Department, a municipal corporation, hereinafter designated as "CITY", and AEROTEK, INC., hereinafter designated as "SERVICE PROVIDER".

RECITALS

WHEREAS, CITY and SERVICE PROVIDER are the parties to that certain Professional Services Agreement dated January 18, 2012, hereinafter referred to as the "Agreement", wherein SERVICE PROVIDER agreed to provide certain services to the CITY set forth therein;

WHEREAS, the parties desire to amend the Agreement to Section 1, Scope of Work, Section 7, Compensation, and Section 11, Timing Requirements.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

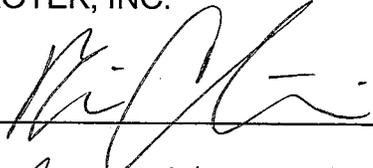
1. Section 1, Scope of Work, shall be amended to include a temporary Instrumentation Technician I as outlined in the SERVICE PROVIDER'S Exhibit attached hereto and incorporated herein as Exhibit B.
2. Section 7, Compensation, shall be amended to reflect that all work performed in accordance with the agreement shall not exceed \$89,216.
3. Section 11, Timing Requirements, shall be amended to reflect the possible additional 5 months' work schedule from the notice to proceed for Amendment 1.
4. Except as expressly set forth in the Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the SERVICE PROVIDER and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 14th day of May, 2012.

AEROTEK, INC.

CITY OF OCEANSIDE

By: 

By: _____
Peter A. Weiss, City Manager

By: 
52-1822806

Employer ID No.

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED.

State of Maryland

County of Montgomery

Sworn to (or affirmed) and subscribed before me this 14 day of May, 2012, by .
Nicholas Peters (month) (year)

(name of signer)

Personally Known

Produced Identification

Brett Daniel Tidball

(Signature of Notary)

BRETT DANIEL TIDBALL

Notary Public

MONTGOMERY COUNTY, MD

My Commission Expires 8/27/2013

(Seal)

(Name of Notary Typed, Stamped, or Printed)

Notary Public, State of Maryland

State of Maryland

County of Montgomery

Sworn to (or affirmed) and subscribed before me this 14 day of May, 2012, by .

Brian Chiaracci

(month) (year)

(name of signer)

Personally Known

Produced Identification

Brett Daniel Tidball

(Signature of Notary)

BRETT DANIEL TIDBALL
Notary Public
MONTGOMERY COUNTY, MD
My Commission Expires 8 27 2013

(Seal)

(Name of Notary Typed, Stamped, or Printed)

Notary Public, State of Maryland



EXHIBIT B

Pursuant to the terms and conditions of the Services Agreement ("Agreement") dated January 18th 2012 by and between Aerotek, Inc. ("Aerotek") and City of Oceanside ("Client"), Client agrees to reimburse AEROTEK in full at the following approved rates:

Skill Set / Position	Straight Time Billing Rate (\$)*	Overtime Billing Rate (\$)*	Temp-to-Hire Duration (Section 10.2)	Guarantee Period (Section 11)	Start Date
Michael Fischer- Instrumentation Tech- (\$26.73)	\$46.78	\$70.17	6 Months	eight (8) business hours	3.23.2012
			12 Months	eight (8) business hours	
			12 Months	eight (8) business hours	

* Plus applicable sales or other tax

Description of Duties:

AGREED AND ACCEPTED:

Client

By: 
 (Name)
WATER UTIL DIR.
 (Title)

**AEROTEK E & E
A Division of AEROTEK, Inc.**

By: _____
 (Name)

 (Title)

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: TEMPORARY WATER PLANT OPERATOR III

THIS AGREEMENT, dated January 18th, 2012 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and AEROTEK, INC., hereinafter designated as "SERVICE PROVIDER."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The SERVICE PROVIDER desires to provide a temporary Water Plant Operator III per the SERVICE PROVIDER'S proposal attached hereto and incorporated herein as Exhibit A. The Contract Employee shall perform only the duties and functions of the specified job classification under CITY's technical management and supervision. Contract Employee shall not be assigned or permitted to perform any other duties or functions for City without the SERVICE PROVIDER'S written permission.
2. **INDEPENDENT CONTRACTOR.** SERVICE PROVIDER'S relationship to the CITY shall be that of an independent contractor. SERVICE PROVIDER shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. SERVICE PROVIDER shall provide any wage payments to Contract Employee; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employee; and will make all appropriate unemployment tax payments. SERVICE PROVIDER shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. SERVICE PROVIDER shall report to the CITY any and all employees, agents, and SERVICE PROVIDERS performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the SERVICE PROVIDER hereby certifies that the SERVICE PROVIDER is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the SERVICE PROVIDER will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

TEMPORARY WATER PLANT OPERATOR III

- 4.5 All insurance companies affording coverage to the SERVICE PROVIDER pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 SERVICE PROVIDER shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 SERVICE PROVIDER shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 SERVICE PROVIDER shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the SERVICE PROVIDER to provide such a substitution and extend the policy expiration date shall be considered a default by SERVICE PROVIDER and may subject the SERVICE PROVIDER to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the SERVICE PROVIDER as specified in this Agreement shall in no way be interpreted as relieving the SERVICE PROVIDER of any responsibility whatsoever and the SERVICE PROVIDER may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the SERVICE PROVIDER shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

SERVICE PROVIDER shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **SERVICE PROVIDER'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, SERVICE PROVIDER shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts or omissions of the SERVICE PROVIDER, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. SERVICE PROVIDER'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed

TEMPORARY WATER PLANT OPERATOR III

11. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within 6 months.
12. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and SERVICE PROVIDER concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
13. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The SERVICE PROVIDER shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

14. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
15. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay SERVICE PROVIDER for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate SERVICE PROVIDER only for work performed in accordance with the Agreement up to and including the date of termination.

NOTARY FORM

STATE OF Maryland)

COUNTY OF Montgomery)

I, Brett Daniel Tidball a Notary Public, do hereby certify that
on this 18 day of January, 2012, personally appeared before me

Brian Chiavacci, known to me to be the person whose name is subscribed to the
foregoing instrument, and swore and acknowledged to me that he executed the same for
the purpose and in the capacity therein expressed, and that the statements contained
therein are true and correct.

Brett Daniel Tidball

Notary Public, State of Maryland

Name, Typed or Printed: Brett Daniel Tidball

My Commission Expires: 08-27-2013

BRETT DANIEL TIDBALL
Notary Public
MONTGOMERY COUNTY, MD
My Commission Expires 8 27 2013



EXHIBIT A

Pursuant to the terms and conditions of the Services Agreement ("Agreement") dated January 18th, 2012 by and between Aerotek, Inc. ("Aerotek") and City of Oceanside ("Client"), Client agrees to reimburse AEROTEK in full at the following approved rates:

Skill Set / Position	Straight Time Billing Rate (\$)*	Overtime Billing Rate (\$)*	Temp-to-Hire Duration (Section 10.2)	Guarantee Period (Section 11)	Per Diem Bill Rate (Daily)	Start Date
Kim O Conner Water Plant Operator level 3 DL (\$28.23)	\$48.00	1.5x	6 Months	eight (8) business hours		12.05.2011
			12 Months	eight (8) business hours		
			12 Months	eight (8) business hours		

* Plus applicable sales or other tax

Description of Duties: RO Water Plant Operator Level 3

RIGHT TO HIRE: Should Client hire the Contract Employee prior to 6 continuous months of service at Client, a discounted fee shall be due according to the formula below: *(Fee (Salary x %) / Conversion Period (Hours per Exhibit A)) X Hours Remaining = Prorated Fee due.* The discounted fee mentioned above is based on 20% of the Contract Employees first year salary. If the Contract Employee has completed a minimum of 6 continuous months of service at Client for AEROTEK, there will be no fee for directly hiring the employee. If Client should choose to keep Contract Employee on AEROTEK contract, the bill rate can be renegotiated at that time.

AGREED AND ACCEPTED:

Client

AEROTEK E & E
A Division of AEROTEK, Inc.

By: _____
(Name)

(Title)

By: _____
(Name)

(Title)

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: TEMPORARY WATER PLANT OPERATOR III

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NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The SERVICE PROVIDER desires to provide a temporary Water Plant Operator III per the SERVICE PROVIDER'S proposal attached hereto and incorporated herein as Exhibit A. The Contract Employee shall perform only the duties and functions of the specified job classification under CITY's technical management and supervision. Contract Employee shall not be assigned or permitted to perform any other duties or functions for City without the SERVICE PROVIDER'S written permission.
2. **INDEPENDENT CONTRACTOR.** SERVICE PROVIDER'S relationship to the CITY shall be that of an independent contractor. SERVICE PROVIDER shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. SERVICE PROVIDER shall provide any wage payments to Contract Employee; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employee; and will make all appropriate unemployment tax payments. SERVICE PROVIDER shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. SERVICE PROVIDER shall report to the CITY any and all employees, agents, and SERVICE PROVIDERS performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the SERVICE PROVIDER hereby certifies that the SERVICE PROVIDER is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the SERVICE PROVIDER will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

TEMPORARY WATER PLANT OPERATOR III

4. LIABILITY INSURANCE.

4.1. SERVICE PROVIDER shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of SERVICE PROVIDER, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2. SERVICE PROVIDER shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of SERVICE PROVIDER under this Agreement.

4.3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the SERVICE PROVIDER to restore the required limits. The SERVICE PROVIDER shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the SERVICE PROVIDER resulting from any of the SERVICE PROVIDER'S work.

4.4. All insurance companies affording coverage to the SERVICE PROVIDER for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

TEMPORARY WATER PLANT OPERATOR III

- 4.5 All insurance companies affording coverage to the SERVICE PROVIDER pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 SERVICE PROVIDER shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 SERVICE PROVIDER shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 SERVICE PROVIDER shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the SERVICE PROVIDER to provide such a substitution and extend the policy expiration date shall be considered a default by SERVICE PROVIDER and may subject the SERVICE PROVIDER to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the SERVICE PROVIDER as specified in this Agreement shall in no way be interpreted as relieving the SERVICE PROVIDER of any responsibility whatsoever and the SERVICE PROVIDER may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the SERVICE PROVIDER shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

SERVICE PROVIDER shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **SERVICE PROVIDER'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, SERVICE PROVIDER shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts or omissions of the SERVICE PROVIDER, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. SERVICE PROVIDER'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed

TEMPORARY WATER PLANT OPERATOR III

against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, SERVICE PROVIDER at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the SERVICE PROVIDER.

SERVICE PROVIDER'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the SERVICE PROVIDER.

7. **COMPENSATION.** SERVICE PROVIDER'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$49,920.

No work shall be performed by SERVICE PROVIDER in excess of the total contract price without prior written approval of the CITY. SERVICE PROVIDER shall obtain approval by the CITY prior to performing any work which results in incidental expenses to CITY.

8. **INVOICES.** SERVICE PROVIDER shall submit weekly invoices to CITY for services provided by Contract Employee for the number of hours worked the previous week. The number of hours billed shall be supported by a time record approved by a representative of the CITY.

The invoice payment terms shall be net 30 days.

9. **HEALTH AND SAFETY.** City shall provide a safe, clean work environment that complies with all applicable local, state and federal laws. City agrees to orientation for SERVICE PROVIDER'S Contract Employee in all applicable safety, hazardous communication and operational instructions in the same manner as City employees and as required by policy or by law, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. City will provide and require SERVICE PROVIDER'S Contract Employee to wear all appropriate safety equipment. City will notify SERVICE PROVIDER immediately in the event of an accident or medical treatment of any supervisor's report of injury. In the event of an accident or other incident involving a SERVICE PROVIDER Contract Employee, SERVICE PROVIDER shall have the right to conduct an onsite investigation.

10. **INTENTIONALLY OMITTED**

TEMPORARY WATER PLANT OPERATOR III

11. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within 6 months.
12. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and SERVICE PROVIDER concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
13. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The SERVICE PROVIDER shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

14. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
15. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay SERVICE PROVIDER for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate SERVICE PROVIDER only for work performed in accordance with the Agreement up to and including the date of termination.

TEMPORARY WATER PLANT OPERATOR III

16. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the SERVICE PROVIDER and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

AEROTEK, INC. By: <u><i>[Signature]</i></u> Name/Title Assistant Controller	CITY OF OCEANSIDE By: <u><i>[Signature]</i></u> Peter Weiss, City Manager
APPROVED AS TO FORM:	
By: <u><i>[Signature]</i></u> Name/Title Regional Controller	<u><i>[Signature]</i></u> City Attorney
<u>52-1822806</u> Employer ID No.	

NOTARY ACKNOWLEDGMENTS OF SERVICE PROVIDER MUST BE ATTACHED.

NOTARY FORM

STATE OF Maryland)

COUNTY OF Montgomery)

I, Brett Daniel Tidball a Notary Public, do hereby certify that
on this 18 day of January, 2012, personally appeared before me

Brian Chiavacci, known to me to be the person whose name is subscribed to the
foregoing instrument, and swore and acknowledged to me that he executed the same for
the purpose and in the capacity therein expressed, and that the statements contained
therein are true and correct.

Brett Daniel Tidball
Notary Public, State of Maryland

Name, Typed or Printed: Brett Daniel Tidball

My Commission Expires: 08-27-2013

BRETT DANIEL TIDBALL
Notary Public
MONTGOMERY COUNTY, MD
My Commission Expires 8 27 2013

NOTARY FORM

STATE OF Maryland)

COUNTY OF Montgomery)

I, Brett Daniel Tidball a Notary Public, do hereby certify that

on this 18 day of January, 2012 personally appeared before me

Joseph Clark, known to me to be the person whose name is subscribed to the

foregoing instrument, and swore and acknowledged to me that he executed the same for

the purpose and in the capacity therein expressed, and that the statements contained

therein are true and correct.

Brett Daniel Tidball

Notary Public, State of Maryland

Name, Typed or Printed: Brett Daniel Tidball

My Commission Expires: 08-27-2013

BRETT DANIEL TIDBALL
Notary Public
MONTGOMERY COUNTY, MD
My Commission Expires 8 27 2013



EXHIBIT A

Pursuant to the terms and conditions of the Services Agreement ("Agreement") dated January 18th, 2012 by and between Aerotek, Inc. ("Aerotek") and City of Oceanside ("Client"), Client agrees to reimburse AEROTEK in full at the following approved rates:

Skill Set / Position	Straight Time Billing Rate (\$)*	Overtime Billing Rate (\$)*	Temp-to-Hire Duration (Section 10.2)	Guarantee Period (Section 11)	Per Diem Bill Rate (Daily)	Start Date
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			12 Months	eight (8) business hours		
			12 Months	eight (8) business hours		

* Plus applicable sales or other tax

Description of Duties: RO Water Plant Operator Level 3

RIGHT TO HIRE: Should Client hire the Contract Employee prior to 6 continuous months of service at Client, a discounted fee shall be due according to the formula below: ***(Fee (Salary x %) / Conversion Period (Hours per Exhibit A)) X Hours Remaining = Prorated Fee due.*** The discounted fee mentioned above is based on 20% of the Contract Employees first year salary. If the Contract Employee has completed a minimum of 6 continuous months of service at Client for AEROTEK, there will be no fee for directly hiring the employee. If Client should choose to keep Contract Employee on AEROTEK contract, the bill rate can be renegotiated at that time.

AGREED AND ACCEPTED:

Client

AEROTEK E & E
A Division of AEROTEK, Inc.

By: _____
(Name)

By: _____
(Name)

(Title)

(Title)