

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CATHYJON ENTERPRISES, INC. DBA HB STAFFING
for
AS-NEEDED TEMPORARY STAFFING SERVICES
AGREEMENT NO. 03-2015**

The parties to this Amendment No. 2 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CATHYJON ENTERPRISES, INC. DBA HB STAFFING, a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for As-Needed Temporary Staffing Services. The agreement is on file in the Office of the District Clerk as Document No. 62910 dated February 17, 2015, as amended by Amendment No. 1, Document No. 64609 dated March 17, 2016. It is now proposed to increase the agreement amount by \$65,000.00 from a total of \$270,000.00 to \$335,000.00.

The Parties Agree:

1. Section 3. a., **Maximum Expenditure**, is increased by \$65,000.00 for a new maximum expenditure not to exceed \$335,000.00.
2. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT



Michelle A. Corbin
Director, Human Resources

CATHYJON ENTERPRISES, INC.

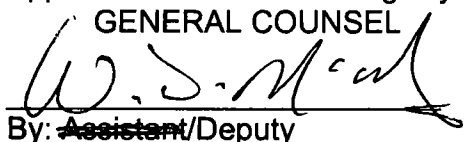
DBA HB STAFFING



Cathy Volpe
President

Approved as to form and legality:

GENERAL COUNSEL



By: ~~Assistant~~/Deputy

RESOLUTION 2016-104

**RESOLUTION AUTHORIZING AMENDMENT NO. 2
TO THE AS-NEEDED TEMPORARY STAFFING
SERVICES AGREEMENT WITH CATHYJON
ENTERPRISES, INC., DBA HB STAFFING, BY
INCREASING THE AGREEMENT AMOUNT BY
\$65,000, INCREASING THE TOTAL AMOUNT OF
THE AGREEMENT FROM \$270,000 TO \$335,000
FOR SERVICES THROUGH JUNE 30, 2017**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, District staff determined that a temporary staffing services agreement was beneficial to streamline and standardize temporary hiring practices, provide set costs for budget planning, and cost savings through set prices; and

WHEREAS, since September 2005, the District has had agreements for as-needed temporary staffing services; and

WHEREAS, a Request for Proposals (RFP) was issued on October 15, 2014, with the evaluation panel determining that CathyJon Enterprises, Inc., dba HB Staffing (HB Staffing), was the best value provider; and

WHEREAS, pursuant to Resolution No. 2015-15, the BPC authorized an Agreement with HB Staffing on February 10, 2015; and

WHEREAS, the Agreement is non-exclusive and the District reserves the option to use other means or sources to provide temporary staffing solutions, as it deems necessary; and

WHEREAS, due to leaves of absence, vacancies, and other planned or unplanned gaps in employment under this as-needed Agreement, the need for temporary staffing has increased in the last six months; and

WHEREAS, currently, there are seven departments with temporary staffing assignments with funding up to \$51,000 allocated through September 2016 with some requests for extension through December 2016; and

WHEREAS, while it is anticipated that new hires may decrease some need for temporary staffing services, District staff expects that short-term absences due to employee leave and injury will continue to require that temporary staffing resources be available as needed; and

WHEREAS, since the Agreement does not terminate until June 2017, additional funding was authorized on March 8, 2016 to address the existing temporary staffing needs and future needs; and

WHEREAS, funds for FY 15/16 were available and budgeted through departmental salary savings; and

WHEREAS, funds for FY 16/17 in the amount of \$59,000 were adopted as part of the FY 16/17 budget process; and

WHEREAS, an additional \$65,000 is needed and available through departmental salary savings.

NOW, THEREFORE, BE IT RESOLVED that the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or her designated representative is hereby authorized on behalf of the San Diego Unified Port District to enter into Amendment No. 2 to the as-needed temporary staffing services agreement with CathyJon Enterprises, Inc., dba HB Staffing, by increasing the agreement amount by \$65,000, increasing the maximum amount payable under the agreement from \$270,000 to \$335,000 for services through June 30, 2017.

APPROVED AS TO FORM AND LEGALITY:

GENERAL COUNSEL



By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 27th day of July, 2016, by the following vote:

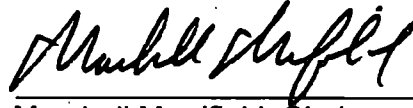
AYES: Bonelli, Castellanos, Malcolm, Merrifield, Moore, Nelson, and Valderrama.

NAYS: None.

EXCUSED: None.

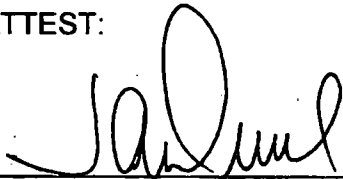
ABSENT: None.

ABSTAIN: None.



Marshall Merrifield, Chairman
Board of Port Commissioners

ATTEST:



Timothy A. Deuel
District Clerk

(Seal)



San Diego Unified Port District

(110)

3165 Pacific Hwy.
San Diego, CA 92115
Page 5 of 114 C
REFERENCE
COPY
65403

File #:2016-0356

DATE: July 27, 2016

SUBJECT:

RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE AS-NEEDED TEMPORARY STAFFING SERVICES AGREEMENT WITH CATHYJON ENTERPRISES, INC., DBA HB STAFFING, BY INCREASING THE AGREEMENT AMOUNT BY \$65,000, INCREASING THE AGGREGATE TOTAL OF THE AGREEMENT FROM \$270,000 TO \$335,000 FOR SERVICES THROUGH JUNE 30, 2017

EXECUTIVE SUMMARY:

This Agreement provides the San Diego Unified Port District (District) with temporary staffing services on an as-needed basis. The term of the Agreement is twenty-seven (27) months which started on April 1, 2015, and ends June 30, 2017, in alignment with the District's fiscal year (FY). Funds under this Agreement are subject to annual budgeting with the current total aggregate amount not to exceed \$270,000.

This Amendment would increase the current total aggregate amount by \$65,000 in order to continue to provide short-term relief during leaves of absences, vacancies, and other planned or unplanned gaps in employment as projected in the FY 16/17 Budget. In this new fiscal year, the budgeted amount for temporary personnel is \$59,000 but the allocated amount under the agreement is \$50,000. Additionally, funding for ongoing assignments due to vacancies and leaves of absences is estimated to be \$56,000 which was not included in the FY 16/17 budget, but funding is available through departmental salary savings. An additional \$65,000 is requested to align with the budget and expenses for ongoing assignments.

RECOMMENDATION:

Adopt a Resolution authorizing Amendment No. 2 to the As-Needed Temporary Staffing Services Agreement with CathyJon Enterprises, Inc., dba HB Staffing, by increasing the Agreement amount by \$65,000, increasing the aggregate total of the Agreement from \$270,000 to \$335,000.

FISCAL IMPACT:

Funds for expenditures under this Agreement are incurred on an as-needed basis and are included in the FY 16/17 approved budget in each department's temporary personnel expense account.

The projected expenditures are broken down by fiscal year in the table below:

ACTION TAKEN: 07-27-16 Resolution 2016-104

7/18/2016
Legistar™

File #:2016-0356

Page 6 of 114 C

Cash Requirement Forecast		FY 14/15	FY 15/16	FY 16/17
Temporary Personnel Expense	\$	30,000	190,000	115,000
	\$	335,000	Total Cash Requirement	

This projection results in an additional FY 16/17 budget requirement of \$56,000 for temporary personnel expense. Funds required for FY 16/17 are budgeted at \$59,000 and the additional \$56,000 is available through departmental salary savings due to vacancies.

COMPASS STRATEGIC GOALS:

A temporary staffing services agreement provides a short-term, cost-saving measure to ensure uninterrupted business flow in critical need areas.

This agenda item supports the following Strategic Goal(s).

- A Port with an innovative and motivated workforce.

DISCUSSION:

District staff determined that a temporary staffing services agreement was beneficial to streamline and standardize temporary hiring practices, provide set costs for budget planning, and cost savings through set prices. Since September 2005, the District has had agreements for as-needed temporary staffing services.

A Request for Proposals (RFP) was issued on October 15, 2014, with the evaluation panel determining that CathyJon Enterprises, Inc., dba HB Staffing (HB Staffing), was the best value provider. Pursuant to Resolution No. 2015-15, the BPC authorized an Agreement with HB Staffing on February 10, 2015. The Agreement is non-exclusive and the District reserves the option to use other means or sources to provide temporary staffing solutions, as it deems necessary.

Due to leaves of absence, vacancies, and other planned or unplanned gaps in employment under this as-needed Agreement, the need for temporary staffing has increased in the last six months. Currently, there are seven departments with temporary staffing assignments with funding up to \$51,000 allocated through September 2016 with some requests for extension through December 2016. While it is anticipated that new hires may decrease some need for temporary staffing services, staff expects that short-term absences due to employee leave and injury will continue to require that temporary staffing resources be available as needed.

Since the Agreement does not terminate until June 2017, additional funding was authorized on March 8, 2016 to address the existing temporary staffing needs and future needs. Funds for FY 15/16 were available and budgeted through departmental salary savings. Funds for FY 16/17 in the amount of \$59,000 were adopted as part of the FY 16/17 budget process. The additional \$65,000 is needed and available through departmental salary savings.

File #:2016-0356Page 7 of 114 C

General Counsel's Comments:

The Office of the General Counsel has reviewed the issues set forth in this agenda and found no legal concerns as presented and has reviewed and approved Amendment No. 2 to the Agreement as to form and legality.

Environmental Review:

The proposed Board action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

In addition, the proposed action allows for the District to administrate its obligations under the Port Act and/or other laws. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed action is consistent with the Public Trust Doctrine.

Finally, the proposed Board action does not allow for "development," as defined in Section 30106 of the California Coastal Act, or "new development," pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or exclusion is not required.

Equal Opportunity Program:

HB Staffing is a small, woman owned business enterprise.

PREPARED BY:

Shirley Hirai
Manager, Equal Opportunity

Attachment(s):

Attachment A:	Agreement No. 03-2015
Attachment B:	Amendment No. 1
Attachment C:	Draft Amendment No. 2

(25)
ORIGINALPage 1 of 47 A
San Diego Unified Port District
Document No. **62910** Page 8 of 114 C
Filed **FEB 17 2015**
Office of the District Clerk

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CATHYJON ENTERPRISES, INC. DBA HB STAFFING
for
AS NEEDED TEMPORARY STAFFING SERVICES
AGREEMENT NO. 03-2015**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CATHYJON ENTERPRISES INC. DBA HB STAFFING, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or his designated representative informed of the progress of said services at all times.
 - a. **As-Needed Services**
 - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until services have been requested by the District Representative.
 - (2) Service Provider shall furnish all the services to satisfactorily comply with Attachment A, Scope of Services, as requested by District and agreed to by Service Provider.
 - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon the request of the District for said services. Services shall not be considered effective until the

ORIGINAL

services have been requested by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on April 1, 2015, and shall terminate on June 30, 2017, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$180,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.
 - b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.
 - c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative

dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall

preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-SERVICE PROVIDERS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's Sub-Service Providers shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's Sub-Service Providers. Service Provider shall compensate each Service Provider's Sub-Service Providers in the time periods required by law. Any Service Provider's Sub-Service Providers employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's Sub-Service Providers satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. Service Provider shall also include a clause in its Agreements with Service Provider's Sub-Service Providers which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's Sub-Service Providers to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and

against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

- (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.
 - (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
 - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than

one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
 - (4) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or Sub-Service Providers.
12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District

unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
18. **DISPUTE RESOLUTION**
- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other

procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.
- b. **Certified Payrolls.** Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls to the General Services & Procurement Department, 1400 Tidelands Avenue, National City, California 91950.

21. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

22. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

- a. Submit all correspondence regarding this Agreement, including Insurance Certificates and Endorsements to:

Shirley Hirai, Manager
Human Resource Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-7245
Email: shirai@portofsandiego.org

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Cathy Volpe, President
CathyJon Enterprises, Inc. dba HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648
Tel. 714-960-2800
Email: cvee@hbstaffing.com

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT



Michelle Corbin
Director, Human Resource Department

**CATHYJON ENTERPRISE, INC.
DBA HB STAFFING**



Cathy Volpe
President

APPROVED AS TO FORM AND LEGALITY



Deputy General Counsel

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

A. Service Representatives, Recruitment, and Placement

1. Task 1 – Preferred Customer Service

- a. The District has included four areas of expertise within this RFP: Clerical/Administrative, Light Industrial, Human Resources, and Accounting/Finance which include fifteen (15) classifications. The Service Provider(s) awarded the non-exclusive agreement for a specific area of expertise will provide the temporary staffing directly to all District departments at the rates defined in the agreement. The District reserves the option to use other means or sources to provide temporary staffing solutions, as it deems necessary.
- b. Upon award, Service Provider(s) will assign a qualified Service Representative to respond quickly and efficiently (as defined in Task 3 below) to District staffing requests.
- c. Deliverable: Provide a list of Customer Service Representatives who will be assigned to District, their titles, telephone and fax numbers, email and mailing addresses. Additionally, provide each Customer Service Representatives' educational background, professional certifications and experience in providing temporary staffing services.

2. Task 2 – Recruitment

- a. As part of submittal, the Service Provider(s) will provide documentation of outreach activities conducted within the last year and information reflecting the number of employees available for placement in each classification listed on the Fee Schedule.
- b. Deliverable: Provide a list of locations and types of outreach conducted in the last twelve (12) months such as Job Fairs, College Presentations, advertisements, etc., and information reflecting the number of employees available for placement in each classification listed on the Fee Schedule.

3. Task 3 – Placement

- a. The Service Provider(s) will provide temporary staffing placement to any and all District departments upon request. Within four (4) hours of receiving a telephone or fax request, the Service Provider will verify the department(s) needs and supply the name of an individual qualified employee with positive reference checks and a copy of the individual's employment application or resume via facsimile. The actual start date of the individual will be scheduled within twenty-four (24) hours of the initial request.
- b. Temporary Employees assigned to the District will be issued a Port of San Diego badge for their use while under assignment at the District. The badge is the property of the District and must be returned when the Temporary Employees' assignment ends with the District. Failure to return the District badge may cause a delay in payment.

Note: Temporary Employees currently working at the District will continue their employment until their assignment is completed, regardless of the Temporary Staffing Agency for which the employee currently works.

- c. Deliverable: A Placement Report will be provided monthly (at no cost to District) by the Service Provider(s) and delivered to Equal Opportunity Management in the Human Resources Department and each District Department where placement has occurred during the month the report covers.

(1) The Placement Report will include the following information:

- (a) Department Name(s)
- (b) Number of individuals placed in each Job Classification
- (c) Number of Unit Hours and Total Hours Worked in each Job Classification broken down by department
- (d) Number of Placements declined due to unsatisfactory performance.
- (e) Number of Placements failed to report to work broken down by department.

B. Payment, Price, Billing, Invoicing, and Reporting

1. Task 1 – Price

- a. Each area of expertise on the enclosed Fee Price Proposal Form (Attachment B) includes a listing of classifications for which the

Service Provider may be asked to provide temporary staffing. Based on the final negotiated pricing, the hourly billing rates will be fixed for the length of the agreement. The only exception to the agreed pricing would be mandated wage increases by either the Federal or State Government to the minimum hourly rate of pay which would be greater than an established hourly rate in the agreement. The calculation for the adjustment will be based on the monetary component difference between the old Federal or State minimum hourly wage rate and the new Federal or State minimum hourly wage rate and only for the hourly wage that applies. A thirty (30) day written notice to District Contracts Administration Department is required for such an adjustment. Adjustments will not be paid retroactively. Billing rates shall represent the complete hourly rate, including all appropriate withholding taxes, workers' compensation and insurance costs and any other expenses required for Service Provider to provide the services.

- b. No finder's fee will be paid for a District vacant position filled by an open examination process.
- c. Unreturned Port of San Diego badges may cause delay in payment.
- d. Deliverable: Price Proposal Form completed and submitted with proposal (Attachment B)

2. Task 2 – Billing, Invoicing, and Reporting

- a. The Service Provider shall submit a properly prepared invoice (as defined in Section 3, Compensation, of the Sample Agreement (See Section III, Paragraph G.2.)) directly to each District department on a monthly basis. The District's payment terms are Net 30 Days. A billing report shall be provided with each invoice by the Service Provider and supplied to Equal Opportunity Management in the Human Resources Department and the department(s) on a monthly Year-to-Date (YTD) and annual basis (FY 7/1-6/30). These reports will be submitted no later than the 10th of the month. The report is to be listed by the department billed, job title, individual's name, start date of assignment, end date of assignment, pay rate, number of hours billed, billing rate of pay, and total hours billed. Individual billing invoices will be sent directly to each department as necessary. Equal Opportunity Management in the Human Resources Department may request additional reports from time-to-time as required (at no cost to District).
- b. **DEFINITION OF WORKWEEK** – For most District employees, the payroll workweek begins on Friday of each week at 12:01 a.m. and ends the following Thursday at 12:00 a.m. However, starting

Friday, January 9, 2015, a new Alternate Work Week schedule will be implemented which is a 9/80 work schedule with every other Friday off, also known as a dark day. The first regular day off or dark day will be Friday, January 16, 2015. Temporary staffing agencies usually follow State mandated laws covering overtime which requires overtime pay for any time worked over 8 hours per day. Whereas the District is governed by FLSA which pays overtime for worked hours over 40 hours in a work week unless defined differently under a negotiated MOU. Based on these rules, any Temporary employee hired by the District and is requested to work more than 8 hours per day, the District agrees to pay this time at time and one and one half (1 ½) of hourly rate of pay in order for the Temporary Agency to comply with State mandate laws governing overtime pay.

- c. For consistent records, new invoice numbers shall not be generated on a past due notice of a previous invoice.
- d. Deliverable: Monthly YTD and Annual Billing Report.

C. Employee Orientation

1. Task 1 – Required Review and Signage of Documents

- a. The Service Provider will provide an orientation for all temporary employees assigned to District. This will require all temporary employees to read, understand and sign the Acknowledgement of Receipt Forms for the following District Rules, Regulations and Policies. The following forms will be provided to the successful proposer after award of agreement:

- (1) Sexual Harassment Policy
- (2) Network and Systems Administrative Procedure
- (3) E-mail, Voice Mail and Computer Use Policy
- (4) Drug and Alcohol Policy
- (5) Violence in The Workplace Policy
- (6) Equal Opportunity and Non-discriminatory Policy
- (7) Comprehensive Vehicle/Equipment Safety Program*
- (8) Dress Code and Appearance Standards For Non-Uniformed Employees

* Only those temporary employees who will be driving District Vehicles will be required to read, understand and sign the Acknowledgement of Receipt Form for the Comprehensive Vehicle/Equipment Safety Program. Service Provider(s) will be notified of the requirement of the Acknowledgement of Receipt form

for the Comprehensive Vehicle/Equipment Safety Program when the District makes the placement request.

- b. The immediate Supervisor of each department the temporary employee is assigned to will explain applicable Safety Rules and Regulations to temporary employees on the first day of employment. In addition, District Dress Code Policy will be enforced.
- c. Deliverable: Equal Opportunity Management in the Human Resources Department must receive a signed Acknowledgement of Receipt form from each temporary employee for the documents listed above, either by fax from the Service Provider or hand-delivered by the employee on the first day of the employee's temporary assignment.

D. Replacement

1. Task 1 – Replacement

- a. The District reserves the right to accept or reject Service Provider's employees without cause. The District also reserves the right to request replacement of any Service Provider's employee that it considers to be unsuitable for the tasks to be performed. The Service Provider shall replace employees on request by District, within twenty-four (24) hours of such request unless otherwise notified by District. Requests for replacement or rejection of an employee within the first four (4) hours of assignment will not be invoiced to District. The District reserves the right to review the qualifications and experience of all Service Provider employees assigned and to conduct personal interviews.
- b. Deliverable: The Service Provider(s) will coordinate and provide replacement employees as required by District within 24 hours of request.

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION

a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

(1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Each invoice will include the following:

- (a) Date(s) temporary placement
- (b) Date work performed;
- (c) Description of the work performed;
- (d) Hours worked by classification;
- (e) Rate per classification;
- (f) Name of employee; and
- (g) Name of District Department employee is assigned to

(2) Services shall be invoiced in accordance with the following Rate Table:

Classification	District Hourly Bill Rate	District Overtime Bill Rate	Worker's Compensation Code
HR ASSISTANT	\$20.09	\$29.13	8810 Clerical
HR ANALYST	\$35.16	\$50.98	8810 Clerical
OFFICE ASSISTANT	\$19.37	\$28.09	8810 Clerical
ADMINISTRATIVE ASSISTANT I	\$18.65	\$27.05	8810 Clerical
EXECUTIVE ASSISTANT I	\$28.70	\$41.62	8810 Clerical
PARALEGAL	\$30.85	\$44.73	8810 Clerical
LEGAL SECRETARY	\$28.70	\$41.62	8810 Clerical
DISTRIBUTION & STORAGE TECHNICIAN	\$19.73	\$28.60	8810 Clerical
ACCOUNTING ASSISTANT	\$21.53	\$31.22	8810 Clerical
ACCOUNTANT	\$43.05	\$62.43	8810 Clerical
AUDITOR	\$43.02	\$62.43	8810 Clerical

CUSTODIAN	\$17.22	\$24.97	9009 Building Operations
GARDENER I	\$19.73	\$28.60	9009 Building Operations
MAINTENANCE WORKER I	\$19.73	\$28.60	9009 Building Operations

43.5% Mark-Up for any classification not covered in the above Fee Schedule.

33.5% Mark-Up for pay rolled employees sourced by District.

Temp to Hire Fee (Based on 520 Hour Temp to Hire Conversion Period):
 BILL RATE MINUS COST (Employee Wages + Overhead (15% for 8810 and 25% for 9009) = Fee

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
 - (1) Agreement No. 03-2015
 - (2) If applicable, the Task Authorization(s) (TA) number being charged.
 - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. 62910, and that payment has not been received."
 - (4) Dates of service provided
 - (5) Date of invoice
 - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.

- d. Invoices shall be emailed or mailed to the attention of:

Shirley Hirai, Manager
Human Resources Department
P.O. Box 120488
San Diego Unified Port District
San Diego, CA 92112-0488.
shirai@portofsandiego.org

- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District

Page 31 of 114 C

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to: **San Diego Unified Port District**
c/o Ebix BPO
P.O. Box 12010-3
Hemet, CA 92546-8010 —OR—
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability Occurrence Form Claims-made Form Retro Date _____ Liquor Liability Deductible/SIR: \$ _____		Inception Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability ☐ All Autos ☐ Owned Autos ☐ Non-Owned & Hired Autos		Inception Date: _____ Expiration Date: _____	Each Occurrence: \$ _____
	Workers' Compensation – Statutory Employer's Liability		Inception Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Excess/Umbrella Liability		Inception Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE		A. M. BEST RATING	
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			Phone Numbers	
			Toll Free: _____ Fax Number: _____	
			E-mail Address: _____	
			Signature of Authorized Agent(s) or Broker(s)	
			Date: _____	

SAN DIEGO UNIFIED PORT DISTRICT

Page 32 of 114 C

REQUIRED INSURANCE ENDORSEMENT

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 12010-3
 Hemet, CA 92546-8010 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516

(2)

Reference Copy

62910
Page 33 of 114 C**RESOLUTION 2015-15****RESOLUTION AUTHORIZING AGREEMENT WITH
CATHYJON ENTERPRISES, INC., DBA HB
STAFFING FOR TEMPORARY STAFFING
SERVICES ON AN AS-NEEDED BASIS FOR
TWENTY-SEVEN (27) MONTHS FOR AN
AGGREGATE AMOUNT NOT TO EXCEED
\$180,000 SUBJECT TO ANNUAL FUNDING**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy 110 to govern the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, a Request for Proposals was issued on October 15, 2014 to provide the San Diego Unified Port District with temporary staffing services on an as-needed basis; and

WHEREAS, eight submittals were received and five firms were interviewed by a District staff evaluation panel; and

WHEREAS, the evaluation panel determined that CathyJon Enterprises, Inc., dba HB Staffing is the best value provider as they demonstrated a clear understanding of the District's needs, relevant experience in San Diego and provided similar services to other public agencies in all requested classifications; and

WHEREAS, funds totaling \$90,000 are proposed for the fiscal years 2014/2015 temporary personnel budget; and

WHEREAS, the funds under this agreement are subject to annual funding for fiscal years 2015/2016 and 2016/2017 with the total aggregate amount through June 30, 2017, not to exceed \$180,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Port Commissioners of the San Diego Unified Port District, as follows:

2015-15

Page 34 of 114 C

That the Assistant Executive Director or his designated representative is hereby authorized and directed to enter into an agreement on behalf of the San Diego Unified Port District with CathyJon Enterprises, Inc., dba HB Staffing for temporary staffing services on an as-needed basis for twenty-seven (27) months for an aggregate amount not to exceed \$180,000 subject to annual funding.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL


By: ~~Assistant~~ Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 10th day of February, 2015, by the following vote:

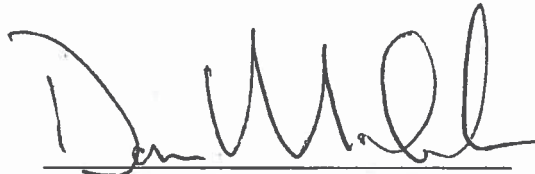
AYES: Castellanos, Malcolm, Merrifield, Moore, Nelson, and Valderrama.

NAYS: None.

EXCUSED: Bonelli.

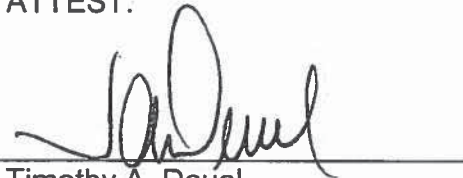
ABSENT: None.

ABSTAIN: None.



Dan Malcolm, Chairman
Board of Port Commissioners

ATTEST:



Timothy A. Deuel
District Clerk

(Seal)

REFERENCE
COPY

Page 35 of 114 C

Page 35 of 114 C

62910



HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 1-2015

RECEIVED

April 27, 2015

MAY 07 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 1-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Maritime	4.	WBS or IO/ Cst.Ctr.:	
2.	Date of Request:	4-6-15	5.	Task Start Date:	4-13-15
3.	Task Bill Rate/Hour:	\$18.65 Administrative Assistant I			
6.	Task Title:	Provide Temporary Employee in Real Estate (Maritime Team) department.			

7. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Paula Gordon	Administrative Assistant I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name:

Title:

Date:

Director Approval

Signature:

Name:

Michelle Corbin

Title:

Director, Human Resources

Date:

4-27-15

62910
Page 36 of 114 C



HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 2-2015

RECEIVED

May 2, 2015

MAY 07 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 2-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Engineering	4.	WBS or IO/ Cst.Ctr.:	
2.	Date of Request:	4-6-15	5.	Task Start Date:	4-9-15
3.	Task Bill Rate/Hour:	\$18.65 Administrative Assistant I			
6.	Task Title: Provide Temporary Employee in Engineering-Construction.				
7.	Estimated Duration of Assignment:				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Ellen Frazier	Administrative Assistant I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name:

Title:

Date:

Director Approval

Signature:

Name:

Title:

Date:



REFERENCE
COPY
62910

Page 30 of 47 A

Page 37 of 114 C

Page 37 of 114 C

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION #2-2015

September 12, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

RECEIVED

SEP 18 2015

HUMAN RESOURCES

Subject: 1st Amendment to Task Authorization #2-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization #2-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 1st Amendment to TA #2-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Engineering	4.	WBS or IO/ Cst.Ctr.:	140
2.	Date of Request:	09/01/2015	5.	Task Start Date:	09/01/2015
3.	Task Bill Rate/Hour:	\$18.65 Admin Asst I			
6.	Task Title: Add 176 hours for temporary employee in Engineering				
7.	Estimated Duration of Assignment: Through September 30, 2015				
8.	Amendment amount to be added: \$3,282.40				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Ellen Frazier	AAI	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum

Name: Elaine Blum

Title: Staffing Manager

Date: 9-16-2015

Director Approval

Signature: Michelle Corbin

Name: Michelle Corbin

Title: Director, Human Resources

Date:



(1)

Page 31 of 47 A
REFERENCE
COPY Page 38 of 114 C
62910

RECEIVED

Page 38 of 114 C

SEP 28 2015

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

2nd AMENDMENT TO TASK AUTHORIZATION NO. 2-2015

September 24, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

Subject: 2nd Amendment to Task Authorization No. 2-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 2nd Amendment to Task Authorization No. 2-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 2nd Amendment to TA 2-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	Engineering	4. WBS or IO/ Cst.Ctr.:	140
2. Date of Request:	09/24/2015	5. Task Start Date:	October 1, 2015
3. Task Bill Rate/Hour:	\$118.65 Admin Asst I		
6. Task Title:	Add month of October, 20 work days		
7. Estimated Duration of Assignment:	Through October 30, 2015		
8. Estimated Not-To-Exceed Amount:	\$3,357		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Ellen Frazier	AAI	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name: Elaine Blum

Title: Staffing Manager

Director Approval:

Signature:

Name: Michelle Corbin

Title: Director, Human Resources

(1)

RECEIVED



M 18 20

HUMAN RESOURCES

Page 39 of 114 C

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 3-2015

**REFERENCE
 COPY
 62910**

May 11, 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 3-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Human Resources	4.	WBS or IO/ Cst.Ctr.:	128
2.	Date of Request:	5-11-15	5.	Task Start Date:	ASAP
3.	Task Bill Rate/Hour:	\$18.65 Administrative Assistant I			
6.	Task Title: Provide Temporary Employee in Human Resources.				
7.	Estimated Duration of Assignment: 45 days				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Administrative Assistant I	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NODirector ApprovalHB Staffing Signature: Elaine BlumSignature: [Signature]Name: Elaine BlumName: Michelle CorbinTitle: Staffing ManagerTitle: Director, Human ResourcesDate: 5-11-2015

Date: _____



HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

1st AMENDMENT to TASK AUTHORIZATION NO. 3-2015

August 3, 2015

**REFERENCE
COPY**

62910

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: 1st Amendment to Task Authorization No. 3-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 3-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite 1st Amendment to TA 3-2015 on invoices for this Task.**

TASK DESCRIPTION

1.	Requestor:	Human Resources	4.	WBS or IO/ Cst.Ctr.:	128
2.	Date of Request:	Orig. 5-11-15/1 st Amendment 8-3-15	5.	Amended Task Start Date:	8-3-15
3.	Bill Rate/Hour:	\$18.65 Administrative Assistant I			
6.	Task Title: Provide replacement Temporary Employee in Human Resources.				
7.	Estimated Duration of Assignment: Through November 1st (about 60 days)				
8.	Estimated Not-To-Exceed Amount: \$9,000				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Administrative Assistant I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum

Name: Elaine Blum

Title: Staffing Manager

Director Approval

Signature: [Signature]

Name: Michelle Corbin

Title: Director, Human Resources



(1)
RECEIVED

MAY 14 2015

HUMAN RESOURCES

Page 41 of 114 C

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 4-2015

62910
REFERENCE
COPY

May 14, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 4-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	GCR	4. WBS or IO/ Cst.Ctr.:	20
2. Date of Request:	5-14-15	5. Task Start Date:	5-14-15
3. Task Bill Rate/Hour:	\$18.65 Administrative Assistant I		
6. Task Title:	Provide Temporary Employee in GCR.		
7. Estimated Duration of Assignment:	10 days		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Administrative Assistant I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum
Name: Elaine Blum
Title: Staffing Manager
Date: 5-14-2015

Director Approval

Signature: [Signature]
Name: Michelle Corbin
Title: Director, Human Resources
Date: _____

RECEIVED

62910

Page 42 of 114 C



AUG 12 2015

HUMAN RESOURCES

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 5-2015

August 4, 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 5-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	BITS	4.	WBS or IO/ Cst.Ctr.:	124
2.	Date of Request:	July 2015	5.	Task Start Date:	7-7-15
3.	Task Bill Rate/Hour:	~~\$19.37~~ Office Assistant			
6.	Task Title: Provide Temporary Employee in Business Information & Technology				
7.	Estimated Duration of Assignment: Through September 2015 (56 work days)				
8.	Estimated Not-To-Exceed Amount: \$8,677				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Mario Garcia	Office Assistant	\$19.37

APPROVALSAPPROVED: ☒ YES ☐ NOHB Staffing Signature: Elaine BlumName: Elaine BlumTitle: Staffing Manager**Director Approval**Signature: Michelle CorbinName: Michelle CorbinTitle: Director, Human Resources



RECEIVED

OCT 07 2015

HUMAN RESOURCES

Page 43 of 114 C

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

1st AMENDMENT TO TASK AUTHORIZATION NO. 5-2015REFERENCE
COPY**62910**

September 30, 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: 1st Amendment to Task Authorization 5-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 05-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite 1st Amendment to TA 5-2015** on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	BITS	4. WBS or IO/ Cst.Ctr.:	124
2. Date of Request:	September 30, 2015	5. Task Start Date:	October 1, 2015
3. Task Bill Rate/Hour:	Office Assistant \$19.37		
6. Task Title:	Provide Temporary Employee in BITS		
7. Estimated Duration of Assignment:	Through November 30, 2015		
8. Estimated Not-To-Exceed Amount:	\$8,000		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Mario Garcia	Office Assistant	\$19.37

APPROVALSAPPROVED: ☒ YES ☐ NOHB Staffing Signature: Elaine BlumName: Elaine BlumTitle: Staffing ManagerDate: 10-1-2015**Director Approval**Signature: [Signature]Name: Michelle CorbinTitle: Director, Human Resources

Date: _____

REFERENCE
COPY

62910

Page 44 of 114 C



HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 5-2015

RECEIVED

November 13, 2015

NOV 18 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: 2nd Amendment to Task Authorization 05-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 2nd Amendment to Task Authorization 05-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 2nd Amendment to TA 05-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	BITS	4.	WBS or IO/ Cst.Ctr.:	124
2.	Date of Request:	November 12, 2015	5.	Task Start Date:	December 1, 2015
3.	Task Bill Rate/Hour:	Office Assistant \$19.37			
6.	Task Title: Provide Temporary Employee in BITS				
7.	Estimated Duration of Assignment: Through March 2016				
8.	Estimated Not-To-Exceed Amount: \$22,677 [\$8,677 (orig.) + \$8,000 (1 st) + \$6,000 (2nd)]				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Mario Garcia	Office Assistant	\$19.37

APPROVALSAPPROVED: ☒ YES ☐ NO**Director Approval**

HB Staffing Signature:

Signature:

Name:

Title:

Date:

Name:

Title:

Date:

**REFERENCE
COPY**

Page 45 of 114 C

62910

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 5-2015**RECEIVED**

December 7, 2015

DEC 10 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: 3rd Amendment to Task Authorization 05-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 3rd Amendment to Task Authorization 05-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite TA 05-2015 on invoice(s) for this Task.**

TASK DESCRIPTION

1.	Requestor:	BITS	4.	WBS or IO/ Cst.Ctr.:	124
2.	Date of Request:	November 25, 2015	5.	Task Start Date:	December 8, 2015
3.	Task Bill Rate/Hour:	Technical Training Specialist @ \$20.75 + \$9.03 mark-up or \$29.78 per hour			
6.	Task Title: Reclass Temporary Employee in BITS				
7.	Estimated Duration of Assignment: Through March 2016				
8.	Estimated Not-To-Exceed Amount: \$29,339 (\$8,677 orig. + \$8,000 1 st + \$6,000 2 nd + \$6,662 3 rd)				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Mario Garcia	Technical Training Specialist	\$29.78

APPROVALSAPPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name: Elaine Blum

Title: Staffing Manager

Date: 12-8-2015

Director Approval

Signature:

Name: Michelle Corbin

Title: Director, Human Resources

Date: 12/8/15

RECEIVED

AUG 31 2015



HUMAN RESOURCES

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7243
Fax (619) 686-6408

**REFERENCE
COPY**

TASK AUTHORIZATION NO. 6-2015

August 16, 2015

62910

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 6-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Maritime	4.	WBS or IO/ Cst.Ctr.:	153
2.	Date of Request:	August 13, 2015	5.	Task Start Date:	August 19, 2015
3.	Task Bill Rate/Hour:	Employee payrolled and sourced by District			
6.	Task Title: Provide Temporary Employee in Maritime				
7.	Estimated Duration of Assignment: Through December 31, 2015 (Part-time)				
8.	Estimated Not-To-Exceed Amount: Say \$15,000				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Adam Deaton	TBD	TBD

APPROVALSAPPROVED: ☒ YES ☐ NODirector ApprovalHB Staffing Signature: Elaine BlumSignature: [Signature]Name: Elaine BlumName: Michelle CorbinTitle: Staffing ManagerTitle: Director, Human ResourcesDate: 8-18-15Date: 8-18-15



HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 6-2015**RECEIVED:**

December 14, 2015

DEC 22 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: 1st Amendment to Task Authorization 06-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 06-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite 1st Amendment to TA 06-2015 on invoice(s) for this Task.**

TASK DESCRIPTION

1.	Requestor:	Maritime	4.	WBS or IO/ Cst.Ctr.:	153
2.	Date of Request:	December 7, 2015	5.	Task Start Date:	January 4, 2016
3.	Task Bill Rate/Hour:	Accountant @ \$40.05 – Part-Time			
6.	Task Title: Provide Temporary Employee in Maritime – Part-Time				
7.	Estimated Duration of Assignment: Through March 31, 2016				
8.	Estimated Not-To-Exceed Amount: \$25,000 (\$15,000 orig. + \$10,000 1 st amend)				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Adam Deaton	Accountant	\$40.05

APPROVALSAPPROVED: ☒ YES ☐ NO**Director Approval**HB Staffing Signature: Elaine BlumSignature: [Signature]Name: Elaine BlumName: Michelle CorbinTitle: Staffing ManagerTitle: Director, Human ResourcesDate: 12-17-2015Date: 12/14/15



Unified Port
of San Diego

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 7-2015

**REFERENCE
COPY**

62910

October 1, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite TA 7-2015** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Marketing & Comm	4.	WBS or IO/ Cst.Ctr.:	160
2.	Date of Request:	October 1, 2015	5.	Task Start Date:	October 7, 2015
3.	Task Bill Rate/Hour:	Admin Asst I @ \$18.65			
6.	Task Title: Provide Temporary Employee in Marketing & Communications				
7.	Estimated Duration of Assignment: November 30, 2015				
8.	Estimated Not-To-Exceed Amount: \$6,000				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Admin Asst I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name: Elaine Blum

Title: Staffing Manager

Date: 10-2-2015

Director Approval

Signature:

Name: Michelle Corbin

Title: Director, Human Resources

Date:

REFERENCE
COPY

62910

Page 49 of 114 C



HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 7-2015

November 13, 2015

RECEIVED

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

NOV 18 2015

HUMAN RESOURCES

Subject: 1st Amendment to Task Authorization 07-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 07-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 1st Amendment to TA 07-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Marcomm	4.	WBS or IO/ Cst.Ctr.:	160
2.	Date of Request:	November 10, 2015	5.	Task Start Date:	December 1, 2015
3.	Task Bill Rate/Hour:	Admin Asst I @ \$18.65			
6.	Task Title: Provide Temporary Employee in Marcomm				
7.	Estimated Duration of Assignment: Through December 2015				
8.	Estimated Not-To-Exceed Amount: \$9, [\$6,000 (orig.) + \$3,000 (1 st)]				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Jazmin Allen-Collins	Admin Asst I	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NO**Director Approval**

HB Staffing Signature:

Signature:

Name:

Name:

Michelle Corbin

Title:

Title:

Director, Human Resources

Date:

Date:



HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

2nd AMENDMENT TO TASK AUTHORIZATION NO. 7-2015

December 30, 2015

RECEIVED

JAN 04 2016

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: 2nd Amendment to Task Authorization 07-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 2nd Amendment to Task Authorization 07-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 2nd Amendment to TA 07-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Marcomm	4.	WBS or IO/ Cst.Ctr.:	160
2.	Date of Request:	December 30, 2015	5.	Task Start Date:	January 4, 2016
3.	Task Bill Rate/Hour:	Admin Asst I @ \$18.65			
6.	Task Title:	Extend Assignment of Temporary Employee in Marcomm			
7.	Estimated Duration of Assignment:	Through April 2016			
8.	Estimated Not-To-Exceed Amount:	\$20,000 [\$6,000 (orig.) + \$3,000 (1 st) + \$11,000 (2 nd)]			

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Jazmin Allen-Collins	Admin Asst I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

Director Approval

HB Staffing Signature:

Signature:

Name: Elaine Blum

Name: ^{for} Michelle Corbin

Title: Staffing Manager

Title: Director, Human Resources

Date: 12-30-2015

Date: 1/5/16



RECEIVED

OCT 07 2015

Page 51 of 114 C

HUMAN RESOURCES

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 8-2015

REFERENCE
COPY

October 1, 2015

62910

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite TA 8-2015** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Human Resources	4.	WBS or IO/ Cst.Ctr.:	128
2.	Date of Request:	October 1, 2015	5.	Task Start Date:	October 2015
3.	Task Bill Rate/Hour:	Admin Asst I @ \$18.65			
6.	Task Title:	Provide Temporary Employee in Human Resources			
7.	Estimated Duration of Assignment:	90 days, Through January 15, 2015			
8.	Estimated Not-To-Exceed Amount:	\$9,000			

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Admin Asst I	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NODirector ApprovalHB Staffing Signature: Elaine BlumSignature: Michelle CorbinName: Elaine BlumName: Michelle CorbinTitle: Staffing ManagerTitle: Director, Human ResourcesDate: 10-1-2015Date: 10/1/15



RECEIVED

NOV 19 2015

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

HUMAN RESOURCES
TASK AUTHORIZATION NO. 9-2015

**REFERENCE
COPY**

62910

October 22, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 9-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Harbor Police	4.	WBS or IO/ Cst.Ctr.:	152
2.	Date of Request:	October 22, 2015	5.	Task Start Date:	ASAP
3.	Task Bill Rate/Hour:	Admin Asst I @ \$18.65			
6.	Task Title:	Provide Temporary Employee in Harbor Police (Requires Background)			
7.	Estimated Duration of Assignment:	Through January 2016			
8.	Estimated Not-To-Exceed Amount:	\$10,500			

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Admin Asst I	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name:

Title:

Date:

Director Approval

Signature:

Name:

Title:

Date:



RECEIVED

NOV 12 2015

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

HUMAN RESOURCES

TASK AUTHORIZATION NO. 10-2015

REFERENCE
COPY

62910

November 3, 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite TA 10-2015 on invoice(s) for this Task.**

TASK DESCRIPTION

1. Requestor:	Office of District Clerk	4. WBS or IO/ Cst.Ctr.:	106
2. Date of Request:	November 3, 2015	5. Task Start Date:	ASAP
3. Task Bill Rate/Hour:	Executive Assistant @ \$28.70		
6. Task Title:	Provide Temporary Employee in ODC (Document Management)		
7. Estimated Duration of Assignment:	Through March 2016		
8. Estimated Not-To-Exceed Amount:	\$23,000		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Document Mgmt Asst. (Executive Asst.)	\$28.70

APPROVALSAPPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name: Cathy Volpe
 Title: President
 Date: 11/5/15

Director Approval

Signature: [Signature]

Name: Michelle Corbin
 Title: Director, Human Resources
 Date: 11/5/15

62910
Page 54 of 114 C



HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 11-2015

December 8, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

RECEIVED

DEC 22 2015

HUMAN RESOURCES

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 11-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Marketing & Comm.	4.	WBS or IO/ Cst.Ctr.:	160
2.	Date of Request:	December 8, 2015	5.	Task Start Date:	January 4, 2016
3.	Task Bill Rate/Hour:	Negotiated salary of \$17/hour + 33.5% mark-up = \$22.70 bill rate			
6.	Task Title:	Provide Temporary Employee payrolled and sourced by District			
7.	Estimated Duration of Assignment:	Through April 2016			
8.	Estimated Not-To-Exceed Amount:	\$14,500			

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Brianna Garcia	Park Permit Assistant	\$22.70

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum

Name: Elaine Blum

Title: Staffing Manager

Date: 12-17-2015

Director Approval

Signature: Michelle Corbin

Name: Michelle Corbin

Title: Director, Human Resources

Date:

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CATHYJON ENTERPRISES, INC. DBA HB STAFFING
for
AS-NEEDED TEMPORARY STAFFING SERVICES
AGREEMENT NO. 03-2015**

The parties to this Amendment No. 1 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CATHYJON ENTERPRISES, INC. DBA HB STAFFING, a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for As-Needed Temporary Staffing Services. The agreement is on file in the Office of the District Clerk as Document No. 62910 dated February 17, 2015. It is now proposed to increase the agreement amount by \$90,000.00 from a total of \$180,000.00 to \$270,000.00.

The Parties Agree:

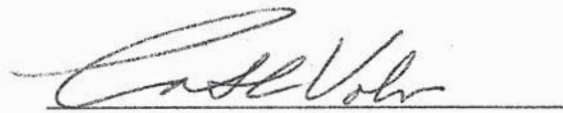
1. **Section 3. a., Maximum Expenditure**, is increased by \$90,000.00 for a new maximum expenditure not to exceed \$270,000.00.
2. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

**CATHYJON ENTERPRISES, INC.
DBA HB STAFFING**

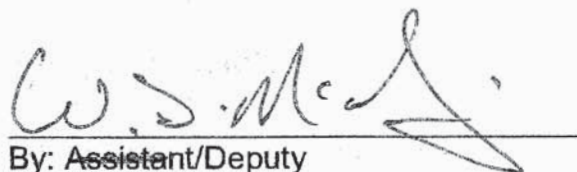


Michelle A. Corbin, Director
Human Resources



Cathy Volpe, President

**Approved as to form and legality:
GENERAL COUNSEL**



By: Assistant/Deputy

RESOLUTION 2016-23Page 2 of 57
Page 64609

**RESOLUTION AUTHORIZING AMENDMENT NO. 1
TO THE AS-NEEDED TEMPORARY STAFFING
AGREEMENT WITH CATHYJON ENTERPRISES,
INC., DBA HB STAFFING, INCREASING THE
AGREEMENT AMOUNT BY \$90,000, INCREASING
THE AGGREGATE TOTAL OF THE AGREEMENT
FROM \$180,000 TO \$270,000 FOR SERVICES
THROUGH JUNE 30, 2017**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy 110 to govern the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, a Request for Proposals was issued on October 15, 2014 to provide the San Diego Unified Port District with temporary staffing services on an as-needed basis; and

WHEREAS, eight submittals were received and five firms were interviewed by a District staff evaluation panel; and

WHEREAS, pursuant to Resolution 2015-15, on February 10, 2015, the Board awarded an Agreement for twenty seven (27) months in an amount not to exceed \$180,000 to CathyJon Enterprises, Inc., dba HB Staffing, finding that of the respondents it was the best value provider as it demonstrated a clear understanding of the District's needs, relevant experience in San Diego and provided similar services to other public agencies in all requested classifications; and

WHEREAS, the funds under the Agreement are subject to annual funding for fiscal years 2015/2016 and 2016/2017 with the total aggregate amount through June 30, 2017, not to exceed \$180,000; and

WHEREAS, in the past six months, the need for temporary staffing has increased, with funds available through departmental salary savings; and

WHEREAS, Amendment No. 1 to this Agreement would increase the current total aggregate amount by \$90,000 in order to continue to provide short-

term relief during leaves of absences, vacancies, and other planned or unplanned gaps in employment. Page 3 of 57 Page 57 of 114 C

NOW, THEREFORE, BE IT RESOLVED that the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or her designated representative is hereby authorized and directed on behalf of the San Diego Unified Port District to enter into Amendment No. 1 to the As-Needed Temporary Staffing Agreement with CathyJon Enterprises, Inc., dba HB Staffing, Increasing the Agreement amount by \$90,000, increasing the aggregate total of the Agreement from \$180,000 to \$270,000 for services through June 30, 2017.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL



By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the
San Diego Unified Port District, this 8th day of March 2016, by the following
vote:

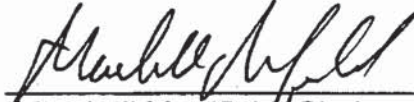
AYES: Bonelli, Malcolm, Merrifield, and Valderrama.

NAYS: None.

EXCUSED: Castellanos, Moore, and Nelson.

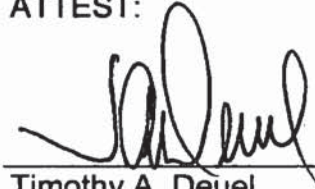
ABSENT: None.

ABSTAIN: None.



Marshall Merrifield, Chairman
Board of Port Commissioners

ATTEST:



Timothy A. Deuel
District Clerk

(Seal)



San Diego Unified Port District

(53)

3165 Pacific Hwy.
San Diego, CA 92104
Page 59 of 114 C
REFERENCE
Page 5 of 57
Page 59 of 114 C
64609

File #:2016-0107

DATE: March 8, 2016

SUBJECT:

RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE AS-NEEDED TEMPORARY STAFFING SERVICES AGREEMENT WITH CATHYJON ENTERPRISES, INC., DBA HB STAFFING, BY INCREASING THE AGREEMENT AMOUNT BY \$90,000, INCREASING THE AGGREGATE TOTAL OF THE AGREEMENT FROM \$180,000 TO \$270,000 FOR SERVICES THROUGH JUNE 30, 2017

EXECUTIVE SUMMARY:

This Agreement provides the San Diego Unified Port District (District) with temporary staffing services on an as-needed basis. The term of the Agreement is twenty-seven (27) months which started on April 1, 2015, and ends June 30, 2017, in alignment with the District's fiscal year (FY). Funds under this Agreement are subject to annual budgeting with the current total aggregate amount not to exceed \$180,000.

This Amendment would increase the current total aggregate amount by \$90,000 in order to continue to provide short-term relief during leaves of absences, vacancies, and other planned or unplanned gaps in employment. In the past six months, the need for temporary staffing has increased, with funds available through departmental salary savings.

RECOMMENDATION:

Adopt a Resolution authorizing Amendment No. 1 to the As-Needed Temporary Staffing Services Agreement with CathyJon Enterprises, Inc., dba HB Staffing, by increasing the Agreement amount by \$90,000, increasing the aggregate total of the Agreement from \$180,000 to \$270,000.

FISCAL IMPACT:

Funds for expenditures under this Agreement are incurred on an as-needed basis and are included in the FY 15/16 approved budget in each department's temporary personnel expense account. However, staff anticipates reaching the existing Agreement's not-to-exceed aggregate amount of \$180,000 by March 2016 and projects the funding needs to be an aggregate amount of \$220,000 by the end of FY 15/16, plus \$50,000 in FY 16/17, for a total revised agreement amount not-to-exceed \$270,000.

The projected expenditures are broken down by fiscal year in the table below:

ACTION TAKEN: 03-08-16 Resolution 2016-23

on 3/2/2016

powered by Legistar™

File #:2016-0107

Page 6 of 57
Page 60 of 114 C

Cash Requirement Forecast	FY 14/15	FY 15/16	FY 16/17
Temporary Personnel Expense	\$ 30,000	190,000	50,000
	\$ 270,000	Total Cash Requirement	

This projection results in an additional FY 15/16 budget requirement of \$100,000 for temporary personnel expense which staff proposes to fund from the current fiscal year's departmental salary savings. Funds required for FY 16/17 will be budgeted and subject to Board approval upon adoption of the budget.

COMPASS STRATEGIC GOALS:

A temporary staffing services agreement provides a short-term, cost-saving measure to ensure uninterrupted business flow in critical need areas.

This agenda item supports the following Strategic Goal(s).

- A Port with an innovative and motivated workforce.

DISCUSSION:

District Staff determined that a temporary staffing services agreement was beneficial to streamline and standardize temporary hiring practices, provide set costs for budget planning, and cost savings through set prices. Since September 2005, the District has had agreements for as-needed temporary staffing services.

A Request for Proposals (RFP) was issued on October 15, 2014, with the evaluation panel determining that CathyJon Enterprises, Inc., dba HB Staffing (HB Staffing), was the best value provider. Pursuant to Resolution No. 2015-15, the Board authorized an Agreement with HB Staffing on February 10, 2015. The Agreement is non-exclusive and the District reserves the option to use other means or sources to provide temporary staffing solutions, as it deems necessary.

Due to leaves of absences, vacancies, and other planned or unplanned gaps in employment under this as-needed Agreement, the need for temporary staffing has increased in the last six months. Currently, there are six departments with temporary staffing assignments with funding up to \$180,000 allocated through March 2016 with some requests for extensions through June 2016. While it is anticipated that new hires may decrease some need for temporary staffing services, staff expects that short-term absences due to employee leave and injury will continue to require that temporary staffing resources be available as needed.

Since the Agreement does not terminate until June 2017, additional funding is being requested to address the current temporary staffing needs and any future needs. Funds for FY 15/16 are available and budgeted through departmental salary savings.

General Counsel's Comments:

File #:2016-0107

Page 7 of 57
Page 61 of 114 C

The Office of the General Counsel has reviewed Amendment No. 1 to the Agreement and approves as to form and legality.

Environmental Review:

The proposed Board action does not constitute a “project” under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

The proposed Board action does not allow for “development,” as defined in Section 30106 of the California Coastal Act, or “new development,” pursuant to Section 1.a. of the District’s Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or exclusion is not required.

Equal Opportunity Program:

HB Staffing is a small, woman owned business enterprise.

PREPARED BY:

Shirley Hirai
Manager, Equal Opportunity

Attachment(s):
Attachment A: Agreement No. 03-2015
Attachment B: Draft Amendment No. 1

(25)
ORIGINAL

San Diego Unified Port District
Document No. **62010** Page 12 of 114 C
Filed **FEB 17 2015**
Page 8 of 57
Office of the District Clerk

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CATHYJON ENTERPRISES, INC. DBA HB STAFFING
for
AS NEEDED TEMPORARY STAFFING SERVICES
AGREEMENT NO. 03-2015**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CATHYJON ENTERPRISES INC. DBA HB STAFFING, a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or his designated representative informed of the progress of said services at all times.
 - a. **As-Needed Services**
 - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until services have been requested by the District Representative.
 - (2) Service Provider shall furnish all the services to satisfactorily comply with Attachment A, Scope of Services, as requested by District and agreed to by Service Provider.
 - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon the request of the District for said services. Services shall not be considered effective until the

ORIGINAL

services have been requested by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on April 1, 2015, and shall terminate on June 30, 2017, subject to earlier termination as provided below.

3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$180,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

 - b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.

 - c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative

dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall

preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-SERVICE PROVIDERS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's Sub-Service Providers shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's Sub-Service Providers. Service Provider shall compensate each Service Provider's Sub-Service Providers in the time periods required by law. Any Service Provider's Sub-Service Providers employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's Sub-Service Providers satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. Service Provider shall also include a clause in its Agreements with Service Provider's Sub-Service Providers which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's Sub-Service Providers to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and

against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

- (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.
 - (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
 - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than

one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- (4) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
 - d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or Sub-Service Providers.
12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District

unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
18. **DISPUTE RESOLUTION**
- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other

procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.
- b. **Certified Payrolls.** Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls to the General Services & Procurement Department, 1400 Tidelands Avenue, National City, California 91950.

21. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

22. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

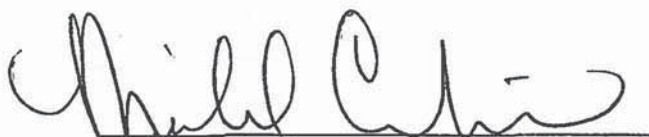
- a. Submit all correspondence regarding this Agreement, including Insurance Certificates and Endorsements to:

Shirley Hirai, Manager
Human Resource Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-7245
Email: shirai@portofsandiego.org

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Cathy Volpe, President
CathyJon Enterprises, Inc. dba HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648
Tel. 714-960-2800
Email: cvee@hbstaffing.com

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

Michelle Corbin
Director, Human Resource Department

**CATHYJON ENTERPRISE, INC.
DBA HB STAFFING**

Cathy Volpe
President

APPROVED AS TO FORM AND LEGALITY

Deputy General Counsel

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

A. Service Representatives, Recruitment, and Placement

1. Task 1 – Preferred Customer Service

- a. The District has included four areas of expertise within this RFP: Clerical/Administrative, Light Industrial, Human Resources, and Accounting/Finance which include fifteen (15) classifications. The Service Provider(s) awarded the non-exclusive agreement for a specific area of expertise will provide the temporary staffing directly to all District departments at the rates defined in the agreement. The District reserves the option to use other means or sources to provide temporary staffing solutions, as it deems necessary.
- b. Upon award, Service Provider(s) will assign a qualified Service Representative to respond quickly and efficiently (as defined in Task 3 below) to District staffing requests.
- c. Deliverable: Provide a list of Customer Service Representatives who will be assigned to District, their titles, telephone and fax numbers, email and mailing addresses. Additionally, provide each Customer Service Representatives' educational background, professional certifications and experience in providing temporary staffing services.

2. Task 2 – Recruitment

- a. As part of submittal, the Service Provider(s) will provide documentation of outreach activities conducted within the last year and information reflecting the number of employees available for placement in each classification listed on the Fee Schedule.
- b. Deliverable: Provide a list of locations and types of outreach conducted in the last twelve (12) months such as Job Fairs, College Presentations, advertisements, etc., and information reflecting the number of employees available for placement in each classification listed on the Fee Schedule.

3. Task 3 – Placement

- a. The Service Provider(s) will provide temporary staffing placement to any and all District departments upon request. Within four (4) hours of receiving a telephone or fax request, the Service Provider will verify the department(s) needs and supply the name of an individual qualified employee with positive reference checks and a copy of the individual's employment application or resume via facsimile. The actual start date of the individual will be scheduled within twenty-four (24) hours of the initial request.
- b. Temporary Employees assigned to the District will be issued a Port of San Diego badge for their use while under assignment at the District. The badge is the property of the District and must be returned when the Temporary Employees' assignment ends with the District. Failure to return the District badge may cause a delay in payment.

Note: Temporary Employees currently working at the District will continue their employment until their assignment is completed, regardless of the Temporary Staffing Agency for which the employee currently works.

- c. Deliverable: A Placement Report will be provided monthly (at no cost to District) by the Service Provider(s) and delivered to Equal Opportunity Management in the Human Resources Department and each District Department where placement has occurred during the month the report covers.

(1) The Placement Report will include the following information:

- (a) Department Name(s)
- (b) Number of individuals placed in each Job Classification
- (c) Number of Unit Hours and Total Hours Worked in each Job Classification broken down by department
- (d) Number of Placements declined due to unsatisfactory performance.
- (e) Number of Placements failed to report to work broken down by department.

B. Payment, Price, Billing, Invoicing, and Reporting

1. Task 1 – Price

- a. Each area of expertise on the enclosed Fee Price Proposal Form (Attachment B) includes a listing of classifications for which the

Service Provider may be asked to provide temporary staffing. Based on the final negotiated pricing, the hourly billing rates will be fixed for the length of the agreement. The only exception to the agreed pricing would be mandated wage increases by either the Federal or State Government to the minimum hourly rate of pay which would be greater than an established hourly rate in the agreement. The calculation for the adjustment will be based on the monetary component difference between the old Federal or State minimum hourly wage rate and the new Federal or State minimum hourly wage rate and only for the hourly wage that applies. A thirty (30) day written notice to District Contracts Administration Department is required for such an adjustment. Adjustments will not be paid retroactively. Billing rates shall represent the complete hourly rate, including all appropriate withholding taxes, workers' compensation and insurance costs and any other expenses required for Service Provider to provide the services.

- b. No finder's fee will be paid for a District vacant position filled by an open examination process.
- c. Unreturned Port of San Diego badges may cause delay in payment.
- d. Deliverable: Price Proposal Form completed and submitted with proposal (Attachment B)

2. Task 2 – Billing, Invoicing, and Reporting

- a. The Service Provider shall submit a properly prepared invoice (as defined in Section 3, Compensation, of the Sample Agreement (See Section III, Paragraph G.2.)) directly to each District department on a monthly basis. The District's payment terms are Net 30 Days. A billing report shall be provided with each invoice by the Service Provider and supplied to Equal Opportunity Management in the Human Resources Department and the department(s) on a monthly Year-to-Date (YTD) and annual basis (FY 7/1-6/30). These reports will be submitted no later than the 10th of the month. The report is to be listed by the department billed, job title, individual's name, start date of assignment, end date of assignment, pay rate, number of hours billed, billing rate of pay, and total hours billed. Individual billing invoices will be sent directly to each department as necessary. Equal Opportunity Management in the Human Resources Department may request additional reports from time-to-time as required (at no cost to District).
- b. **DEFINITION OF WORKWEEK** – For most District employees, the payroll workweek begins on Friday of each week at 12:01 a.m. and ends the following Thursday at 12:00 a.m. However, starting

Friday, January 9, 2015, a new Alternate Work Week schedule will be implemented which is a 9/80 work schedule with every other Friday off, also known as a dark day. The first regular day off or dark day will be Friday, January 16, 2015. Temporary staffing agencies usually follow State mandated laws covering overtime which requires overtime pay for any time worked over 8 hours per day. Whereas the District is governed by FLSA which pays overtime for worked hours over 40 hours in a work week unless defined differently under a negotiated MOU. Based on these rules, any Temporary employee hired by the District and is requested to work more than 8 hours per day, the District agrees to pay this time at time and one and one half (1 ½) of hourly rate of pay in order for the Temporary Agency to comply with State mandate laws governing overtime pay.

- c. For consistent records, new invoice numbers shall not be generated on a past due notice of a previous invoice.
- d. Deliverable: Monthly YTD and Annual Billing Report.

C. Employee Orientation

1. Task 1 – Required Review and Signage of Documents

- a. The Service Provider will provide an orientation for all temporary employees assigned to District. This will require all temporary employees to read, understand and sign the Acknowledgement of Receipt Forms for the following District Rules, Regulations and Policies. The following forms will be provided to the successful proposer after award of agreement:

- (1) Sexual Harassment Policy
- (2) Network and Systems Administrative Procedure
- (3) E-mail, Voice Mail and Computer Use Policy
- (4) Drug and Alcohol Policy
- (5) Violence in The Workplace Policy
- (6) Equal Opportunity and Non-discriminatory Policy
- (7) Comprehensive Vehicle/Equipment Safety Program*
- (8) Dress Code and Appearance Standards For Non-Uniformed Employees

* Only those temporary employees who will be driving District Vehicles will be required to read, understand and sign the Acknowledgement of Receipt Form for the Comprehensive Vehicle/Equipment Safety Program. Service Provider(s) will be notified of the requirement of the Acknowledgement of Receipt form

for the Comprehensive Vehicle/Equipment Safety Program when the District makes the placement request.

- b. The immediate Supervisor of each department the temporary employee is assigned to will explain applicable Safety Rules and Regulations to temporary employees on the first day of employment. In addition, District Dress Code Policy will be enforced.
- c. Deliverable: Equal Opportunity Management in the Human Resources Department must receive a signed Acknowledgement of Receipt form from each temporary employee for the documents listed above, either by fax from the Service Provider or hand-delivered by the employee on the first day of the employee's temporary assignment.

D. Replacement

1. Task 1 – Replacement

- a. The District reserves the right to accept or reject Service Provider's employees without cause. The District also reserves the right to request replacement of any Service Provider's employee that it considers to be unsuitable for the tasks to be performed. The Service Provider shall replace employees on request by District, within twenty-four (24) hours of such request unless otherwise notified by District. Requests for replacement or rejection of an employee within the first four (4) hours of assignment will not be invoiced to District. The District reserves the right to review the qualifications and experience of all Service Provider employees assigned and to conduct personal interviews.
- b. Deliverable: The Service Provider(s) will coordinate and provide replacement employees as required by District within 24 hours of request.

ATTACHMENT B COMPENSATION & INVOICING San Diego Unified Port District

1. COMPENSATION

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Each invoice will include the following:
- (a) Date(s) temporary placement
 - (b) Date work performed;
 - (c) Description of the work performed;
 - (d) Hours worked by classification;
 - (e) Rate per classification;
 - (f) Name of employee; and
 - (g) Name of District Department employee is assigned to
- (2) Services shall be invoiced in accordance with the following Rate Table:

Classification	District Hourly Bill Rate	District Overtime Bill Rate	Worker's Compensation Code
HR ASSISTANT	\$20.09	\$29.13	8810 Clerical
HR ANALYST	\$35.16	\$50.98	8810 Clerical
OFFICE ASSISTANT	\$19.37	\$28.09	8810 Clerical
ADMINISTRATIVE ASSISTANT I	\$18.65	\$27.05	8810 Clerical
EXECUTIVE ASSISTANT I	\$28.70	\$41.62	8810 Clerical
PARALEGAL	\$30.85	\$44.73	8810 Clerical
LEGAL SECRETARY	\$28.70	\$41.62	8810 Clerical
DISTRIBUTION & STORAGE TECHNICIAN	\$19.73	\$28.60	8810 Clerical
ACCOUNTING ASSISTANT	\$21.53	\$31.22	8810 Clerical
ACCOUNTANT	\$43.05	\$62.43	8810 Clerical
AUDITOR	\$43.02	\$62.43	8810 Clerical

CUSTODIAN	\$17.22	\$24.97	9009 Building Operations
GARDENER I	\$19.73	\$28.60	9009 Building Operations
MAINTENANCE WORKER I	\$19.73	\$28.60	9009 Building Operations

43.5% Mark-Up for any classification not covered in the above Fee Schedule.

33.5% Mark-Up for pay rolled employees sourced by District.

Temp to Hire Fee (Based on 520 Hour Temp to Hire Conversion Period):
BILL RATE MINUS COST (Employee Wages + Overhead (15% for 8810 and 25% for 9009) = Fee

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
 - (1) Agreement No. 03-2015
 - (2) If applicable, the Task Authorization(s) (TA) number being charged.
 - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. 62910, and that payment has not been received."
 - (4) Dates of service provided
 - (5) Date of invoice
 - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.

- d. Invoices shall be emailed or mailed to the attention of:

Shirley Hirai, Manager
Human Resources Department
P.O. Box 120488
San Diego Unified Port District
San Diego, CA 92112-0488.
shirai@portofsandiego.org

- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District

Page 31 of 57
Page 85 of 114 C

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 12010-3
Hemet, CA 92546-8010 —OR—
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____	
			This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability Occurrence Form Claims-made Form Retro Date _____ Liquor Liability Deductible/SIR: \$ _____		Inception Date: _____ Expiration Date: _____	Each Occurrence: _____ \$ _____ General Aggregate: _____ \$ _____
	Commercial Automobile Liability ☐ All Autos ☐ Owned Autos ☐ Non-Owned & Hired Autos		Inception Date: _____ Expiration Date: _____	Each Occurrence: _____ \$ _____
	Workers' Compensation – Statutory Employer's Liability		Inception Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Excess/Umbrella Liability		Inception Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE		A. M. BEST RATING	
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			Phone Numbers	
			Toll Free: _____ Fax Number: _____	
			E-mail Address: _____	
			Signature of Authorized Agent(s) or Broker(s)	
			Date: _____	

SAN DIEGO UNIFIED PORT DISTRICTPage 32 of 57
Page 86 of 114 C**REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 12010-3
 Hemet, CA 92546-8010 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516

RESOLUTION 2015-15**RESOLUTION AUTHORIZING AGREEMENT WITH
CATHYJON ENTERPRISES, INC., DBA HB
STAFFING FOR TEMPORARY STAFFING
SERVICES ON AN AS-NEEDED BASIS FOR
TWENTY-SEVEN (27) MONTHS FOR AN
AGGREGATE AMOUNT NOT TO EXCEED
\$180,000 SUBJECT TO ANNUAL FUNDING**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy 110 to govern the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, a Request for Proposals was issued on October 15, 2014 to provide the San Diego Unified Port District with temporary staffing services on an as-needed basis; and

WHEREAS, eight submittals were received and five firms were interviewed by a District staff evaluation panel; and

WHEREAS, the evaluation panel determined that CathyJon Enterprises, Inc., dba HB Staffing is the best value provider as they demonstrated a clear understanding of the District's needs, relevant experience in San Diego and provided similar services to other public agencies in all requested classifications; and

WHEREAS, funds totaling \$90,000 are proposed for the fiscal years 2014/2015 temporary personnel budget; and

WHEREAS, the funds under this agreement are subject to annual funding for fiscal years 2015/2016 and 2016/2017 with the total aggregate amount through June 30, 2017, not to exceed \$180,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Port Commissioners of the San Diego Unified Port District, as follows:

2015-15

Page 34 of 57
Page 88 of 114 C

That the Assistant Executive Director or his designated representative is hereby authorized and directed to enter into an agreement on behalf of the San Diego Unified Port District with CathyJon Enterprises, Inc., dba HB Staffing for temporary staffing services on an as-needed basis for twenty-seven (27) months for an aggregate amount not to exceed \$180,000 subject to annual funding.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL


By: ~~Assistant~~ Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 10th day of February, 2015, by the following vote:

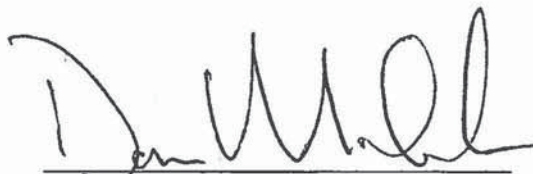
AYES: Castellanos, Malcolm, Merrifield, Moore, Nelson, and Valderrama.

NAYS: None.

EXCUSED: Bonelli.

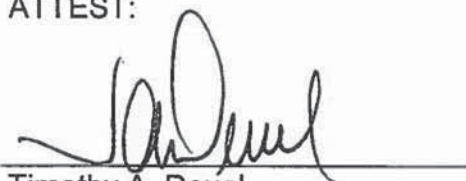
ABSENT: None.

ABSTAIN: None.



Dan Malcolm, Chairman
Board of Port Commissioners

ATTEST:



Timothy A. Deuel
District Clerk

(Seal)

REFERENCE

COPY

Page 35 of 57
Page 89 of 114 C

62910



HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 1-2015**RECEIVED**

April 27, 2015

MAY 07 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 1-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Maritime	4.	WBS or IO/ Cst.Ctr.:	
2.	Date of Request:	4-6-15	5.	Task Start Date:	4-13-15
3.	Task Bill Rate/Hour:	\$18.65 Administrative Assistant I			
6.	Task Title:	Provide Temporary Employee in Real Estate (Maritime Team) department.			

7. Contractor Staffing (if applicable)

Name	Classification	Bill Rate/Hour
Paula Gordon	Administrative Assistant I	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NODirector Approval

HB Staffing Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

63910
Page 36 of 57
Page 90 of 114 C



HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 2-2015

RECEIVED

May 2, 2015

MAY 07 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 2-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	Engineering	4. WBS or IO/ Cst.Ctr.:	
2. Date of Request:	4-6-15	5. Task Start Date:	4-9-15
3. Task Bill Rate/Hour:	\$18.65 Administrative Assistant I		
6. Task Title:	Provide Temporary Employee in Engineering-Construction.		
7. Estimated Duration of Assignment:			

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Ellen Frazier	Administrative Assistant I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name:

Title:

Date:

Director Approval

Signature:

Name:

Title:

Date:



REFERENCE
COPY
62910

Page 91 of 114 C

Page 37 of 57
Page 91 of 114 C

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION #2-2015

September 12, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

RECEIVED

SEP 18 2015

HUMAN RESOURCES

Subject: 1st Amendment to Task Authorization #2-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization #2-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite 1st Amendment to TA #2-2015 on invoice(s) for this Task.**

TASK DESCRIPTION

1.	Requestor:	Engineering	4.	WBS or IO/ Cst.Ctr.:	140
2.	Date of Request:	09/01/2015	5.	Task Start Date:	09/01/2015
3.	Task Bill Rate/Hour:	\$18.65 Admin Asst I			
6.	Task Title: Add 176 hours for temporary employee in Engineering				
7.	Estimated Duration of Assignment: Through September 30, 2015				
8.	Amendment amount to be added: \$3,282.40				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Ellen Frazier	AAI	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum

Name: Elaine Blum

Title: Staffing Manager

Date: 9-16-2015

Director Approval

Signature: Michelle Corbin

Name: Michelle Corbin

Title: Director, Human Resources

Date: _____



(1)

REFERENCE

COPY Page 92 of 114 C

62910

RECEIVED

Page 38 of 57
Page 92 of 114 C

SEP 28 2015

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408**HUMAN RESOURCES****2nd AMENDMENT TO TASK AUTHORIZATION NO. 2-2015**

September 24, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648**Subject: 2nd Amendment to Task Authorization No. 2-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services**

You are authorized to proceed with the work described in this correspondence. This 2nd Amendment to Task Authorization No. 2-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 2nd Amendment to TA 2-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	Engineering	4. WBS or IO/ Cst.Ctr.:	140
2. Date of Request:	09/24/2015	5. Task Start Date:	October 1, 2015
3. Task Bill Rate/Hour:	\$18.65 Admin Asst I		
6. Task Title:	Add month of October, 20 work days		
7. Estimated Duration of Assignment:	Through October 30, 2015		
8. Estimated Not-To-Exceed Amount:	\$3,357		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Ellen Frazier	AAI	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NOHB Staffing Signature: Elaine BlumName: Elaine BlumTitle: Staffing Manager

Director Approval

Signature: Michelle CorbinName: Michelle CorbinTitle: Director, Human Resources

(1)
RECEIVED

M 18 20

HUMAN RESOURCES

Page 39 of 57
Page 93 of 114 C
HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

**REFERENCE
COPY
62910**

TASK AUTHORIZATION NO. 3-2015

May 11, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 3-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	Human Resources	4. WBS or IO/ Cst.Ctr.:	128
2. Date of Request:	5-11-15	5. Task Start Date:	ASAP
3. Task Bill Rate/Hour:	\$18.65 Administrative Assistant I		
6. Task Title:	Provide Temporary Employee in Human Resources.		
7. Estimated Duration of Assignment:	45 days		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Administrative Assistant I	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NOHB Staffing Signature: Elaine BlumName: Elaine BlumTitle: Staffing ManagerDate: 5-11-2015

Director Approval

Signature: Michelle CorbinName: Michelle CorbinTitle: Director, Human Resources

Date: _____



HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

1st AMENDMENT to TASK AUTHORIZATION NO. 3-2015

August 3, 2015

**REFERENCE
COPY**

62910

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: 1st Amendment to Task Authorization No. 3-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 3-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite 1st Amendment to TA 3-2015** on invoices for this Task.

TASK DESCRIPTION

1.	Requestor:	Human Resources	4.	WBS or IO/ Cst.Ctr.:	128
2.	Date of Request:	Orig. 5-11-15/1 st Amendment 8-3-15	5.	Amended Task Start Date:	8-3-15
3.	Bill Rate/Hour:	\$18.65 Administrative Assistant I			
6.	Task Title: Provide replacement Temporary Employee in Human Resources.				
7.	Estimated Duration of Assignment: Through November 1st (about 60 days)				
8.	Estimated Not-To-Exceed Amount: \$9,000				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Administrative Assistant I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum

Name: Elaine Blum

Title: Staffing Manager

Director Approval

Signature: [Signature]

Name: Michelle Corbin

Title: Director, Human Resources



(1)
RECEIVED

MAY 14 2015

HUMAN RESOURCES

Page 41 of 57
Page 95 of 114 C

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 4-2015

62910
REFERENCE
COPY

May 14, 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 4-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	GCR	4. WBS or IO/ Cst.Ctr.:	20
2. Date of Request:	5-14-15	5. Task Start Date:	5-14-15
3. Task Bill Rate/Hour:	\$18.65 Administrative Assistant I		
6. Task Title:	Provide Temporary Employee in GCR.		
7. Estimated Duration of Assignment:	10 days		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Administrative Assistant I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum
Name: Elaine Blum
Title: Staffing Manager
Date: 5-14-2015

Director Approval

Signature: [Signature]
Name: Michelle Corbin
Title: Director, Human Resources
Date: _____

RECEIVED

AUG 12 2015

Page 42 of 57
Page 96 of 114 C

62910



HUMAN RESOURCES

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 5-2015

August 4, 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 5-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	BITS	4.	WBS or IO/ Cst.Ctr.:	124
2.	Date of Request:	July 2015	5.	Task Start Date:	7-7-15
3.	Task Bill Rate/Hour:	\$19.37 Office Assistant			
6.	Task Title: Provide Temporary Employee in Business Information & Technology				
7.	Estimated Duration of Assignment: Through September 2015 (56 work days)				
8.	Estimated Not-To-Exceed Amount: \$8,677				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Mario Garcia	Office Assistant	\$19.37

APPROVALSAPPROVED: ☒ YES ☐ NOHB Staffing Signature: Elaine BlumName: Elaine BlumTitle: Staffing Manager**Director Approval**Signature: Michelle CorbinName: Michelle CorbinTitle: Director, Human Resources



RECEIVED

OCT 07 2015

HUMAN RESOURCES

Page 43 of 57
Page 97 of 114 C

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

1st AMENDMENT TO TASK AUTHORIZATION NO. 5-2015REFERENCE
COPY**62910**

September 30, 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: 1st Amendment to Task Authorization 5-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 05-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite 1st Amendment to TA 5-2015 on invoice(s) for this Task.**

TASK DESCRIPTION

1.	Requestor:	BITS	4.	WBS or IO/ Cst.Ctr.:	124
2.	Date of Request:	September 30, 2015	5.	Task Start Date:	October 1, 2015
3.	Task Bill Rate/Hour:	Office Assistant \$19.37			
6.	Task Title: Provide Temporary Employee in BITS				
7.	Estimated Duration of Assignment: Through November 30, 2015				
8.	Estimated Not-To-Exceed Amount: \$8,000				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Mario Garcia	Office Assistant	\$19.37

APPROVALSAPPROVED: ☒ YES ☐ NOHB Staffing Signature: Elaine BlumName: Elaine BlumTitle: Staffing ManagerDate: 10-1-2015**Director Approval**Signature: Michelle CorbinName: Michelle CorbinTitle: Director, Human Resources

Date: _____

62910

Page 44 of 57
Page 98 of 114 C



HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

RECEIVED

TASK AUTHORIZATION NO. 5-2015

November 13, 2015

NOV 18 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: 2nd Amendment to Task Authorization 05-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 2nd Amendment to Task Authorization 05-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 2nd Amendment to TA 05-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	BITS	4.	WBS or IO/ Cst.Ctr.:	124
2.	Date of Request:	November 12, 2015	5.	Task Start Date:	December 1, 2015
3.	Task Bill Rate/Hour:	Office Assistant \$19.37			
6.	Task Title: Provide Temporary Employee in BITS				
7.	Estimated Duration of Assignment: Through March 2016				
8.	Estimated Not-To-Exceed Amount: \$22,677 [\$8,677 (orig.) + \$8,000 (1 st) + \$6,000 (2nd)]				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Mario Garcia	Office Assistant	\$19.37

APPROVALS

APPROVED: ☒ YES ☐ NO

Director Approval

HB Staffing Signature:

Signature:

Name: Grady - Paul
Title: VP
Date: 11/13/15

Name: Michelle Corbin
Title: Director, Human Resources
Date: _____

(1)

REFERENCE COPY
 Page 45 of 57
 Page 99 of 114 C
62910



HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 5-2015

RECEIVED

December 7, 2015

DEC 10 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: 3rd Amendment to Task Authorization 05-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 3rd Amendment to Task Authorization 05-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite TA 05-2015 on invoice(s) for this Task.**

TASK DESCRIPTION

1.	Requestor:	BITS	4.	WBS or IO/ Cst.Ctr.:	124
2.	Date of Request:	November 25, 2015	5.	Task Start Date:	December 8, 2015
3.	Task Bill Rate/Hour:	Technical Training Specialist @ \$20.75 + \$9.03 mark-up or \$29.78 per hour			
6.	Task Title: Reclass Temporary Employee in BITS				
7.	Estimated Duration of Assignment: Through March 2016				
8.	Estimated Not-To-Exceed Amount: \$29,339 (\$8,677 orig. + \$8,000 1 st + \$6,000 2 nd + \$6,662 3 rd)				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Mario Garcia	Technical Training Specialist	\$29.78

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name: Elaine Blum

Title: Staffing Manager

Date: 12-8-2015

Director Approval

Signature:

Name: Michelle Corbin

Title: Director, Human Resources

Date: 12/8/15

(11)

RECEIVED

Page 100 of 114 C

AUG 31 2015

Page 46 of 57
Page 100 of 114 C

HUMAN RESOURCES

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7243
Fax (619) 686-6408

**REFERENCE
COPY**

TASK AUTHORIZATION NO. 6-2015

August 16, 2015

62910

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 6-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	Maritime	4. WBS or IO/ Cst.Ctr.:	153
2. Date of Request:	August 13, 2015	5. Task Start Date:	August 19, 2015
3. Task Bill Rate/Hour:	Employee payrolled and sourced by District		
6. Task Title:	Provide Temporary Employee in Maritime		
7. Estimated Duration of Assignment:	Through December 31, 2015 (Part-time)		
8. Estimated Not-To-Exceed Amount:	Say \$15,000		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Adam Deaton	TBD	TBD

APPROVALSAPPROVED: ☒ YES ☐ NODirector ApprovalHB Staffing Signature: Elaine BlumSignature: [Signature]Name: Elaine BlumName: Michelle CorbinTitle: Staffing ManagerTitle: Director, Human ResourcesDate: 8-18-15Date: 8-18-15

(1)



HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 6-2015

RECEIVED:

December 14, 2015

DEC 22 2015

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: 1st Amendment to Task Authorization 06-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 06-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite 1st Amendment to TA 06-2015 on invoice(s) for this Task.**

TASK DESCRIPTION

1. Requestor:	Maritime	4. WBS or IO/ Cst.Ctr.:	153
2. Date of Request:	December 7, 2015	5. Task Start Date:	January 4, 2016
3. Task Bill Rate/Hour:	Accountant @ \$40.05 - Part-Time		
6. Task Title:	Provide Temporary Employee in Maritime - Part-Time		
7. Estimated Duration of Assignment:	Through March 31, 2016		
8. Estimated Not-To-Exceed Amount:	\$25,000 (\$15,000 orig. + \$10,000 1 st amend)		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Adam Deaton	Accountant	\$40.05

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum

Name: Elaine Blum

Title: Staffing Manager

Date: 12-17-2015

Director Approval

Signature: [Signature]

Name: Michelle Corbin

Title: Director, Human Resources

Date: 12/14/15



HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 7-2015

**REFERENCE
COPY**

62910

October 1, 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite TA 7-2015** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Marketing & Comm	4.	WBS or IO/ Cst.Ctr.:	160
2.	Date of Request:	October 1, 2015	5.	Task Start Date:	October 7, 2015
3.	Task Bill Rate/Hour:	Admin Asst I @ \$18.65			
6.	Task Title: Provide Temporary Employee in Marketing & Communications				
7.	Estimated Duration of Assignment: November 30, 2015				
8.	Estimated Not-To-Exceed Amount: \$6,000				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Admin Asst I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum

Name: Elaine Blum

Title: Staffing Manager

Date: 10-2-2015

Director Approval

Signature: Michelle Corbin

Name: Michelle Corbin

Title: Director, Human Resources

Date: _____

(1)

62910

Page 49 of 57
Page 103 of 114 C**HUMAN RESOURCES**
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408**TASK AUTHORIZATION NO. 7-2015**

November 13, 2015

RECEIVED

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

NOV 18 2015

HUMAN RESOURCES

Subject: 1st Amendment to Task Authorization 07-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 07-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 1st Amendment to TA 07-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Marcomm	4.	WBS or IO/ Cst.Ctr.:	160
2.	Date of Request:	November 10, 2015	5.	Task Start Date:	December 1, 2015
3.	Task Bill Rate/Hour:	Admin Asst I @ \$18.65			
6.	Task Title: Provide Temporary Employee in Marcomm				
7.	Estimated Duration of Assignment: Through December 2015				
8.	Estimated Not-To-Exceed Amount: \$9, [\$6,000 (orig.) + \$3,000 (1 st)]				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Jazmin Allen-Collins	Admin Asst I	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NODirector Approval

HB Staffing Signature:

Signature:

Name: Jonathan Paul
Title: VP
Date: 11/13/15Name: Michelle Corbin
Title: Director, Human Resources
Date: _____



REFERENCE

COPY

Page 104 of 114 C

Page 50 of 97
Page 104 of 114 C

HUMAN RESOURCES

San Diego Unified Port District

P.O. Box 120488

San Diego, CA 92112-0488

(619) 686-7245

Fax (619) 686-6408

2nd AMENDMENT TO TASK AUTHORIZATION NO. 7-2015

December 30, 2015

RECEIVED

JAN 04 2016

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

HUMAN RESOURCES

Subject: 2nd Amendment to Task Authorization 07-2015 for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 2nd Amendment to Task Authorization 07-2015 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 2nd Amendment to TA 07-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Marcomm	4.	WBS or IO/ Cst.Ctr.:	160
2.	Date of Request:	December 30, 2015	5.	Task Start Date:	January 4, 2016
3.	Task Bill Rate/Hour:	Admin Asst I @ \$18.65			
6.	Task Title: Extend Assignment of Temporary Employee in Marcomm				
7.	Estimated Duration of Assignment: Through April 2016				
8.	Estimated Not-To-Exceed Amount: \$20,000 [\$6,000 (orig.) + \$3,000 (1 st) + \$11,000 (2 nd)]				

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Jazmin Allen-Collins	Admin Asst I	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NO

Director Approval

HB Staffing Signature:

Signature:

Name: Elaine Blum

Name: ^{for} Michelle Corbin

Title: Staffing Manager

Title: Director, Human Resources

Date: 12-30-2015

Date: 1/5/16



RECEIVED

OCT 07 2015

HUMAN RESOURCES

Page 51 of 57
Page 105 of 114 C

HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6408

TASK AUTHORIZATION NO. 8-2015

REFERENCE
COPY

October 1, 2015

62910

Elaine Blum, Staffing Manager
HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite TA 8-2015** on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	Human Resources	4. WBS or IO/ Cst.Ctr.:	128
2. Date of Request:	October 1, 2015	5. Task Start Date:	October 2015
3. Task Bill Rate/Hour:	Admin Asst I @ \$18.65		
6. Task Title:	Provide Temporary Employee in Human Resources		
7. Estimated Duration of Assignment:	90 days, Through January 15, 2015		
8. Estimated Not-To-Exceed Amount:	\$9,000		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Admin Asst I	\$18.65

APPROVALS

APPROVED: ☒ YES ☐ NO

HB Staffing Signature: Elaine Blum

Name: Elaine Blum

Title: Staffing Manager

Date: 10-2-2015

Director Approval

Signature: Michelle Corbin

Name: Michelle Corbin

Title: Director, Human Resources

Date: 10/1/15



RECEIVED

NOV 19 2015

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

HUMAN RESOURCES
TASK AUTHORIZATION NO. 9-2015

REFERENCE
COPY

62910

October 22, 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite TA 9-2015 on Invoice(s) for this Task.**

TASK DESCRIPTION

1.	Requestor:	Harbor Police	4.	WBS or IO/ Cst.Ctr.:	152
2.	Date of Request:	October 22, 2015	5.	Task Start Date:	ASAP
3.	Task Bill Rate/Hour:	Admin Asst I @ \$18.65			
6.	Task Title:	Provide Temporary Employee in Harbor Police (Requires Background)			
7.	Estimated Duration of Assignment:	Through January 2016			
8.	Estimated Not-To-Exceed Amount:	\$10,500			

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Admin Asst I	\$18.65

APPROVALSAPPROVED: ☒ YES ☐ NO

HB Staffing Signature:

Name: [Signature]
 Title: VP
 Date: 11-16-15

Director Approval

Signature: [Signature]
 Name: Michelle Corbin
 Title: Director, Human Resources
 Date: _____



RECEIVED

NOV 12 2015

Page 53 of 57
Page 107 of 114 C

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7243
 Fax (619) 686-6408

HUMAN RESOURCES

TASK AUTHORIZATION NO. 10-2015

REFERENCE
COPY

62910

November 3, 2015

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. **Please cite TA 10-2015 on invoice(s) for this Task.**

TASK DESCRIPTION

1. Requestor:	Office of District Clerk	4. WBS or IO/ Cst.Ctr.:	106
2. Date of Request:	November 3, 2015	5. Task Start Date:	ASAP
3. Task Bill Rate/Hour:	Executive Assistant @ \$28.70		
6. Task Title:	Provide Temporary Employee in ODC (Document Management)		
7. Estimated Duration of Assignment:	Through March 2016		
8. Estimated Not-To-Exceed Amount:	\$23,000		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
TBD	Document Mgmt Asst. (Executive Asst.)	\$28.70

APPROVALSAPPROVED: ☒ YES ☐ NO

Director Approval

HB Staffing Signature:

Signature:

Name: Cathy Volpe
 Title: President
 Date: 11/5/15

Name: Michelle Corbin
 Title: Director, Human Resources
 Date: 11/5/15

(1)

**REFERENCE
COPY**

Page 108 of 114 C

Page 4 of 57
Page 108 of 114 C
62910

HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 11-2015

December 8, 2015

RECEIVED

Elaine Blum, Staffing Manager
 HB Staffing
 2120 Main Street, Suite 250
 Huntington Beach, CA 92648

DEC 22 2015**HUMAN RESOURCES**

Subject: Task Authorization for Agreement No. 03-2015: As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 11-2015 on invoice(s) for this Task.

TASK DESCRIPTION

1. Requestor:	Marketing & Comm.	4. WBS or IO/ Cst.Ctr.:	160
2. Date of Request:	December 8, 2015	5. Task Start Date:	January 4, 2016
3. Task Bill Rate/Hour:	Negotiated salary of \$17/hour + 33.5% mark-up = \$22.70 bill rate		
6. Task Title:	Provide Temporary Employee payrolled and sourced by District		
7. Estimated Duration of Assignment:	Through April 2016		
8. Estimated Not-To-Exceed Amount:	\$14,500		

8. Contractor Staffing (If applicable)

Name	Classification	Bill Rate/Hour
Brianna Garcia	Park Permit Assistant	\$22.70

APPROVALSAPPROVED: ☒ YES ☐ NODirector ApprovalHB Staffing Signature: Elaine BlumSignature: [Signature]Name: Elaine BlumName: Michelle CorbinTitle: Staffing ManagerTitle: Director, Human ResourcesDate: 12-17-2015

Date: _____

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CATHYJON ENTERPRISES, INC. DBA HB STAFFING
for
AS-NEEDED TEMPORARY STAFFING SERVICES
AGREEMENT NO. 03-2015**

Page 55 of 57
Page 109 of 114 C

The parties to this Amendment No. 1 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CATHYJON ENTERPRISES, INC. DBA HB STAFFING, a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for As-Needed Temporary Staffing Services. The agreement is on file in the Office of the District Clerk as Document No. 62910 dated February 17, 2015. It is now proposed to increase the agreement amount by \$90,000.00 from a total of \$180,000.00 to \$270,000.00.

The Parties Agree:

1. **Section 3. a., Maximum Expenditure**, is increased by \$90,000.00 for a new maximum expenditure not to exceed \$270,000.00.
2. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

**CATHYJON ENTERPRISES, INC.
DBA HB STAFFING**

Michelle A. Corbin, Director
Human Resources


Cathy Volpe, President

**Approved as to form and legality:
GENERAL COUNSEL**

By: Assistant/Deputy

RESOLUTION 20xx-xxx

Page 56 of 57
Page 110 of 114 C

**RESOLUTION AUTHORIZING AMENDMENT NO. 1
TO THE AS-NEEDED TEMPORARY STAFFING
AGREEMENT WITH CATHYJON ENTERPRISES,
INC., DBA HB STAFFING, INCREASING THE
AGREEMENT AMOUNT BY \$90,000, INCREASING
THE AGGREGATE TOTAL OF THE AGREEMENT
FROM \$180,000 TO \$270,000 FOR SERVICES
THROUGH JUNE 30, 2017**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy 110 to govern the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, a Request for Proposals was issued on October 15, 2014 to provide the San Diego Unified Port District with temporary staffing services on an as-needed basis; and

WHEREAS, eight submittals were received and five firms were interviewed by a District staff evaluation panel; and

WHEREAS, pursuant to Resolution 2015-15, on February 10, 2015, the Board awarded an Agreement for twenty seven (27) months in an amount not to exceed \$180,000 to CathyJon Enterprises, Inc., dba HB Staffing, finding that of the respondents it was the best value provider as it demonstrated a clear understanding of the District's needs, relevant experience in San Diego and provided similar services to other public agencies in all requested classifications; and

WHEREAS, the funds under the Agreement are subject to annual funding for fiscal years 2015/2016 and 2016/2017 with the total aggregate amount through June 30, 2017, not to exceed \$180,000; and

WHEREAS, in the past six months, the need for temporary staffing has increased, with funds available through departmental salary savings; and

WHEREAS, Amendment No. 1 to this Agreement would increase the current total aggregate amount by \$90,000 in order to continue to provide short-

term relief during leaves of absences, vacancies, and other planned or unplanned gaps in employment. Page 57 of 57
Page 111 of 114 C

NOW, THEREFORE, BE IT RESOLVED that the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or her designated representative is hereby authorized and directed on behalf of the San Diego Unified Port District to enter into Amendment No. 1 to the As-Needed Temporary Staffing Agreement with CathyJon Enterprises, Inc., dba HB Staffing, Increasing the Agreement amount by \$90,000, increasing the aggregate total of the Agreement from \$180,000 to \$270,000 for services through June 30, 2017.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 8th day of March 2016, by the following vote:

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CATHYJON ENTERPRISES, INC. DBA HB STAFFING
for
AS-NEEDED TEMPORARY STAFFING SERVICES
AGREEMENT NO. 03-2015**

Page 112 of 114 C

The parties to this Amendment No. 2 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CATHYJON ENTERPRISES, INC. DBA HB STAFFING, a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for As-Needed Temporary Staffing Services. The agreement is on file in the Office of the District Clerk as Document No. 62910 dated February 17, 2015, as amended by Amendment No. 1, Document No. 64609 dated March 17, 2016. It is now proposed to increase the agreement amount by \$65,000.00 from a total of \$270,000.00 to \$335,000.00.

The Parties Agree:

1. Section 3. a., **Maximum Expenditure**, is increased by \$65,000.00 for a new maximum expenditure not to exceed \$335,000.00.
2. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT**CATHYJON ENTERPRISES, INC.
DBA HB STAFFING**

Michelle A. Corbin
Director, Human Resources

Cathy Volpe
President

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

RESOLUTION 20xx-xxx

Page 113 of 114 C

**RESOLUTION AUTHORIZING AMENDMENT NO. 2
TO THE AS-NEEDED TEMPORARY STAFFING
SERVICES AGREEMENT WITH CATHYJON
ENTERPRISES, INC., DBA HB STAFFING, BY
INCREASING THE AGREEMENT AMOUNT BY
\$65,000, INCREASING THE TOTAL AMOUNT OF
THE AGREEMENT FROM \$270,000 TO \$335,000
FOR SERVICES THROUGH JUNE 30, 2017**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, District staff determined that a temporary staffing services agreement was beneficial to streamline and standardize temporary hiring practices, provide set costs for budget planning, and cost savings through set prices; and

WHEREAS, since September 2005, the District has had agreements for as-needed temporary staffing services; and

WHEREAS, a Request for Proposals (RFP) was issued on October 15, 2014, with the evaluation panel determining that CathyJon Enterprises, Inc., dba HB Staffing (HB Staffing), was the best value provider; and

WHEREAS, pursuant to Resolution No. 2015-15, the BPC authorized an Agreement with HB Staffing on February 10, 2015; and

WHEREAS, the Agreement is non-exclusive and the District reserves the option to use other means or sources to provide temporary staffing solutions, as it deems necessary; and

WHEREAS, due to leaves of absence, vacancies, and other planned or unplanned gaps in employment under this as-needed Agreement, the need for temporary staffing has increased in the last six months; and

WHEREAS, currently, there are seven departments with temporary staffing assignments with funding up to \$51,000 allocated through September 2016 with some requests for extension through December 2016; and

WHEREAS, while it is anticipated that new hires may decrease, some need for temporary staffing services, District staff expects that short-term absences due to employee leave and injury will continue to require that temporary staffing resources be available as needed; and

WHEREAS, since the Agreement does not terminate until June 2017, additional funding was authorized on March 8, 2016 to address the existing temporary staffing needs and future needs; and

WHEREAS, funds for FY 15/16 were available and budgeted through departmental salary savings; and

WHEREAS, funds for FY 16/17 in the amount of \$59,000 were adopted as part of the FY 16/17 budget process; and

WHEREAS, an additional \$65,000 is needed and available through departmental salary savings.

NOW, THEREFORE, BE IT RESOLVED that the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or her designated representative is hereby authorized on behalf of the San Diego Unified Port District to enter into Amendment No. 2 to the as-needed temporary staffing services agreement with CathyJon Enterprises, Inc., dba HB Staffing, by increasing the agreement amount by \$65,000, increasing the maximum amount payable under the agreement from \$270,000 to \$335,000 for services through June 30, 2017.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 27th day of July, 2016, by the following vote: