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**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
AMERIT CONSULTING, INC.
for
AS-NEEDED TEMPORARY STAFFING SERVICES
AGREEMENT NO. 151-2017RH**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and AMERIT CONSULTING, INC., 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 their 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 a task authorization has been signed by the District Representative.
- (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
- (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization

shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on July 12, 2017 and shall terminate on June 30, 2020, 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 \$990,000.00. 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.

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 B, 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) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
 - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
 - (5) 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 B 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 (IF APPLICABLE)**

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 electronically via the software LCPtracker.

(1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Service Provider's request.

(2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.

- (3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider's request.
- (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
- (5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the Service Provider.
- (6) Training options can be provided to the Service Provider upon request.

21. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE)**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of

this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

23. **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 to:

Nevia Anderson, Human Resources Analyst
Human Resources Department
San Diego Unified Port District

P.O. Box 120488
San Diego, CA 92112-0488
Tel. (619) 725-6048
Email: naderson@portofsandiego.org

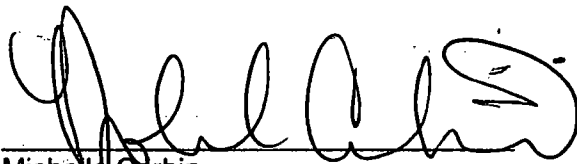
- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Michael Larkins, President
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130
Tel. (415) 715-7587
Email: mlarkins@evergentgroup.com

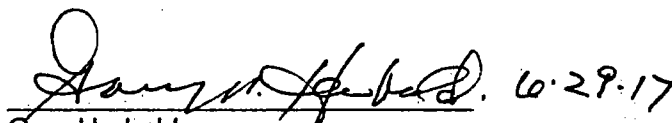
- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

AMERIT CONSULTING, INC.

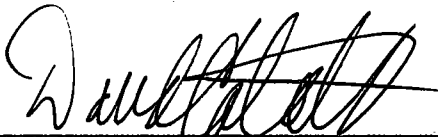


Michelle Corbin
Director, Human Resources



Gary Herbold
CEO

Approved as to form and legality:
GENERAL COUNSEL



By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**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, a background and I-9 check, valid California Driver's License and a copy of the individual's employment application or resume via email or 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 and/or a link to 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. If the District locates the candidate and sends them to the Service Provider to register as an employee, the Service Provider will discount the bill rate for that specific candidate.
- d. Provide the District with the formula used to determine the finder's fee and also the amount of time that needs to expire so that the fee is no longer applicable.
- e. Unreturned Port of San Diego badges may cause delay in payment.
- f. 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). The report will also provide the actual charge that is being billed (the mark-up) and listed separately the complete hourly rate being paid. 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 and/or a link to a report from time-to-time as required (at no cost to District).

- b. **DEFINITION OF WORKWEEK** – The District follows an Alternate Work Week schedule, which is a 9/80 work schedule with every other Friday off, also known as a dark day. 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 1/2) of the 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) Prevention of Harassment and Discrimination 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. Any temporary employee not in compliance with the dress code will be sent home to change, at no cost to the District.
- 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

email or 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 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. Task Authorizations shall be Time and Materials.

Each invoice shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

(2) Professional services shall be invoiced in accordance with the following Rate Schedules:

| LABOR CLASSIFICATION | Service Provider Pay Rate | District Hourly Bill Rate | District Overtime Bill Rate | Worker's Compensation Code |
|--------------------------------------|----------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| 1. HR ASSISTANT | \$18-\$23 | \$25.02-\$31.97 | \$35.03-44.76 | 8810 Clerical |
| 2. HR ANALYST | \$35-\$40 | \$48.65-\$55.60 | \$68.11-\$77.84 | 8810 Clerical |
| 3. OFFICE ASSISTANT | \$15-\$20 | \$20.85-\$27.80 | \$29.19-\$38.92 | 8810 Clerical |
| 4. ADMINISTRATIVE ASSISTANT I | \$18-\$23 | \$25.02-\$31.97 | \$35.03-\$44.76 | 8810 Clerical |
| 5. EXECUTIVE ASSISTANT 1 | \$25-\$30 | \$34.75-\$41.70 | \$48.65-\$58.38 | 8810 Clerical |
| 6. PARALEGAL | \$23-\$28 | \$31.97-\$38.92 | \$44.76-\$54.49 | 8810 Clerical |
| 7. LEGAL SECRETARY | \$22-\$27 | \$30.58-\$37.53 | \$42.81-\$52.54 | 8810 Clerical |
| 8. DISTRIBUTION & STORAGE TECHNICIAN | \$22-\$27 | \$30.58-\$37.53 | \$42.81-\$52.54 | 8810 Clerical |
| 9. ACCOUNTING ASSISTANT | \$20-\$25 | \$27.80-\$34.75 | \$38.92-\$48.65 | 8810 Clerical |
| 10. ACCOUNTANT | \$25-\$30 | \$34.75-\$41.70 | \$48.65-\$58.38 | 8810 Clerical |
| 11. AUDITOR | \$30-\$35 | \$41.70-\$48.65 | \$58.38-\$63.11 | 8810 Clerical |
| 12. CUSTODIAN | \$15-\$20 | \$21.90-\$29.20 | \$30.66-\$40.88 | 9009 Building Operations |
| 13. GARDENER 1 | \$19-\$24 | \$27.74-\$35.04 | \$38.84-\$49.06 | 9009 Building Operations |
| 14. MAINTENANCE WORKER 1 | \$18-\$23 | \$26.28-\$33.58 | \$36.79-\$47.01 | 9009 Building Operations |

39 % Mark-Up for any classification not covered in the above Fee Schedule (8810 Clerical)

25 % Mark-Up for pay-rolled employees sourced by District (8810 Clerical).

46 % Mark-Up for any classification not covered in the above Fee Schedule (9009 Building Operations).

35 % Mark-Up for pay-rolled employees sourced by District (9009 Building Operations)

Note: All compensation rates must be agreed upon and approved by District Authorized Representative prior to assignment and acceptance of Service Provider staff.

- (a) The following shall be considered part of the fully burdened hourly rates stated in this Agreement: vehicle expenses, parking, tolls, film, postage, facsimiles, computer usage, printing, normal copying and document reproduction, blue print services, travel, telecommunications, photography, and all other costs and expenses incurred in completing such services.
- (b) Additional classifications and fully burdened hourly rates not listed in the Rate Schedule above may be authorized via Task Authorization with the approval of the District's Project Manager.

(3) **Reimbursable Expenses**

| | |
|----------------------------|------------------------|
| Sub-Service Provider Costs | 0% mark-up |
| Direct Costs | At Cost (zero mark-up) |

Note: Reimbursement for direct costs in excess of \$50.00 shall require the advance written approval by District's Project Manager. All other project related direct costs shall require appropriate documentation for reimbursement.

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. 151-2017RH
 - (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. 67021, 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 mailed to the attention of: Human Resources Department, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
 - 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.

RESOLUTION 2017-103**RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERIT CONSULTING, INC. FOR TEMPORARY STAFFING SERVICES ON AN AS-NEEDED BASIS FOR THIRTY-FIVE (35) MONTHS FOR AN AGGREGATE AMOUNT NOT TO EXCEED \$990,000 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 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, in order to provide the most flexibility in staffing, and to adjust more easily and quickly to workload fluctuations, District staff have determined that it is beneficial to hire temporary employees on an as-needed basis; and

WHEREAS, temporary staffing can provide continued coverage during employee leaves of absence or for special projects; and

WHEREAS, to accomplish this, Staff believes that an as-needed temporary staffing services agreement is beneficial to streamline and standardize temporary hiring practices, provide set costs for budget planning, and cost savings through set prices; and

WHEREAS, on April 28, 2017, a Request for Proposals notice was sent to one hundred and twenty-four vendors that registered as providing temporary personnel services and was posted on the District's website; and

WHEREAS, on June 21, 2017 the evaluation panel interviewed three firms and considered the following criteria: Experience of Proposed Staff, Approach to the Project, Capability to Perform, Cost and Price, and Firm's Relevant Experience; and

WHEREAS, in addition to the above, a cost and price analysis for the above firms was conducted and included hourly bill rates, and mark-ups for classifications not covered in the fee schedule and for payrolled employees sourced by the District; and

2017-103

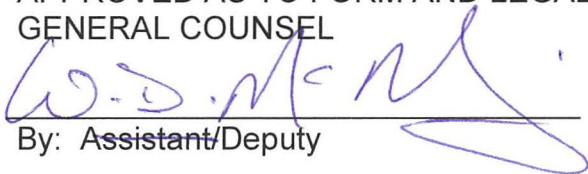
WHEREAS, all three companies presented comparable rates for the classifications at the District, with Amerit Consulting, Inc. having the lowest mark-up; and

WHEREAS, District staff recommends that the Board authorize an agreement with Amerit Consulting, Inc. as the best value provider.

NOW, THEREFORE, BE IT RESOLVED by 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 an agreement with Amerit Consulting, Inc. for temporary staffing services on an as-needed basis for thirty-five (35) months for an aggregate amount not to exceed \$990,000 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 11th day of July, 2017, by the following vote:

AYES: Bonelli, Castellanos, Malcolm, Merrifield, Moore, Valderrama, and Zucchet

NAYS: None.

EXCUSED: None.

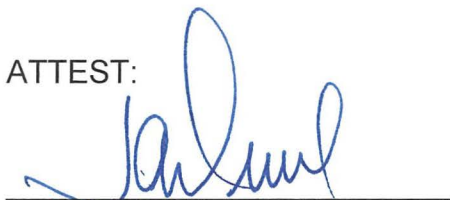
ABSENT: None.

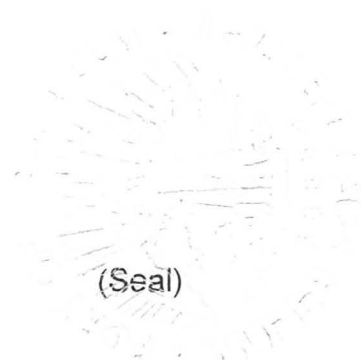
ABSTAIN: None.



Robert Valderrama, Chair
Board of Port Commissioners

ATTEST:


Timothy A. Deuel
District Clerk



(Seal)



San Diego Unified Port District

3165 Pacific Hwy.
San Diego, CA 92101
Item No. 4

File #:2017-0310

DATE: July 11, 2017

SUBJECT:

RESOLUTION SELECTING AND AUTHORIZING THE AS-NEEDED TEMPORARY STAFFING SERVICES AGREEMENT WITH AMERIT CONSULTING, INC. FROM JULY 1, 2017 THROUGH JUNE 30, 2020 FOR AN AMOUNT NOT TO EXCEED \$990,000.00

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 for thirty-five (35) months starting on August 1, 2017 and ending June 30, 2020 in alignment with the District's fiscal year. Funds totaling \$303,000 are proposed for FY 2017/2018 (17/18). The funds under this Agreement are subject to annual funding for fiscal years 2018/2019 (18/19) and 2019/2020 (19/20) with the total aggregate amount through June 30, 2020, not to exceed \$990,000.

A Request for Proposals (RFP) was issued on April 28, 2017; nine submittals were received and three firms were interviewed by an evaluation panel of District staff representing Real Estate, General Services, and Human Resources. The evaluation panel determined that Amerit Consulting, Inc. is the best value provider and recommends that the Board select and authorize an agreement with Amerit Consulting, Inc.

RECOMMENDATION:

Adopt a Resolution selecting and authorizing an agreement with Amerit Consulting, Inc. for temporary staffing services on an as-needed basis for thirty-five (35) months for an aggregate amount not to exceed \$990,000 subject to annual funding.

FISCAL IMPACT:

Funds for the first year of this expenditure are included in FY 17/18 approved budget through each department's personnel expense budget. These expenses are on an as-needed basis and funds required for future fiscal years will be subject to annual budget approval by the Board in the appropriate fiscal year.

| Cash Requirement Forecast | FY 17/18 | FY 18/19 | FY 19/20 |
|----------------------------------|-------------------|-------------------------------|-------------------|
| Temporary Personnel | <u>\$330,000.</u> | <u>\$330,000.</u> | <u>\$330,000.</u> |
| | <u>\$990,000.</u> | Total Cash Requirement | |

File #:2017-0310

COMPASS STRATEGIC GOALS:

An as-needed temporary staffing services agreement provides a 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:

In order to provide the most flexibility in staffing, and to adjust more easily and quickly to workload fluctuations, District staff have determined that it is beneficial to hire temporary employees on an as-needed basis. Temporary staffing can provide continued coverage during employee leaves of absence or for special projects.

To accomplish this, Staff believes that an as-needed temporary staffing services agreement is 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 as follows:

- September 2005 to September 2008, agreements with Manpower and Good People Employment Services
- September 2008 through June 2011, agreements with Manpower and AppleOne Employment Services
- July 2011 to June 2014, agreement with Amerit Consulting, Inc.
- September 2014 to March 2015, agreement with Amerit Consulting, Inc.
- March 2015 to June 2017, agreement with CathyJon Enterprises, Inc., dba HB Staffing

The agreements are non-exclusive and the District reserves the option to use other means or sources to provide temporary staffing solutions, as it deems necessary.

On April 28, 2017, a Request for Proposals notice was sent to one hundred and twenty-four vendors that registered as providing temporary personnel services and was posted on the District's website. Staff held a pre-proposal Information Exchange meeting on May 9, 2017, and the following nine companies submitted responsive proposals by the due date of May 31, 2017:

- Act•1 Government Solutions/Apple One
- Aerotek
- Amerit Consulting, Inc.
- CathyJon Enterprises, Inc., dba HB Staffing
- Construction Service Workers
- MGO Type Atypical Strategic Staffing
- RADgov, Inc.

File #:2017-0310

- Redline Resources
- Staffmark

On June 21, 2017 the evaluation panel interviewed three firms and considered the following criteria: Experience of Proposed Staff, Approach to the Project, Capability to Perform, Cost and Price, and Firm's Relevant Experience. The three firms interviewed were ranked in the following order:

Amerit Consulting, Inc. demonstrated a clear understanding of the District's needs and relevant experience in San Diego providing similar scope of services and experience in all classifications. Their user friendly attentiveness to information analysis, process improvement, reports and staying current with recruitment market trends is very impressive. Amerit Consulting, Inc.'s project team reflected thirty plus years of experience and a seamless, customer service focused management style with teamwork, owner support, and commitment to the District.

Act•1 Government Solutions/Apple One provided a dedicated government division with extensive public agency experience and a customer focused approach to on-boarding with a new agency; however, they did not sufficiently address their recruitment, outreach efforts, and the ability to analyze recruitment market trends.

MGO Type Atypical Strategic Staffing demonstrated relevant public sector experience, but the company specializes in accounting and does not have a local staffing division office in San Diego. The staffing division seems relatively new and a one person staffing operation without the ability to sufficiently address recruitment outreach efforts, and the ability to analyze recruitment market trends.

In addition to the above, a cost and price analysis for the above firms was conducted and included hourly bill rates, and mark-ups for classifications not covered in the fee schedule and for pay rolled employees sourced by the District. All three companies presented comparable rates for the classifications at the District. MGO Type Atypical Strategic proposed the highest mark-up on classifications not in the fee schedule, followed by Act•1 Government Solutions/Apple One, and Amerit Consulting, Inc. has the lowest mark-up.

Staff recommends that the Board award and authorize an agreement with Amerit Consulting, Inc. as the best value provider.

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 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 Board action allows for the District to implement its obligations under the

File #:2017-0310

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 Board 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:

Due to limited subcontracting opportunities, no SBE goal was established. Amerit Consulting, Inc. is a Service-Disabled Veteran Owned Business (SDVOB).

PREPARED BY:

Nevia Anderson
Human Resources Business Partner

Attachment(s):

Attachment A: Agreement

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
AMERIT CONSULTING, INC.
for
AS-NEEDED TEMPORARY STAFFING SERVICES
AGREEMENT NO. 151-2017RH**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and AMERIT CONSULTING, INC., 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 their 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 a task authorization has been signed by the District Representative.
 - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
 - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization

shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on July 12, 2017 and shall terminate on June 30, 2020, 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 \$990,000.00. 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.
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 B, 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) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

(a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.

(b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.

(c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

(5) 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 B 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 (IF APPLICABLE)**

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 electronically via the software LCPtracker.

(1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Service Provider's request.

(2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.

- (3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider's request.
- (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
- (5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the Service Provider.
- (6) Training options can be provided to the Service Provider upon request.

21. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE)**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of

this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
23. **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 to:

Nevia Anderson, Human Resources Analyst
Human Resources Department
San Diego Unified Port District

P.O. Box 120488
San Diego, CA 92112-0488
Tel. (619) 725-6048
Email: naderson@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:

Michael Larkins, President
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130
Tel. (415) 715-7587
Email: mlarkins@evergentgroup.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

AMERIT CONSULTING, INC.

Michelle Corbin
Director, Human Resources

 6-29-17

Gary Herbold
CEO

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**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, a background and I-9 check, valid California Driver's License and a copy of the individual's employment application or resume via email or 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 and/or a link to 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. If the District locates the candidate and sends them to the Service Provider to register as an employee, the Service Provider will discount the bill rate for that specific candidate.
- d. Provide the District with the formula used to determine the finder's fee and also the amount of time that needs to expire so that the fee is no longer applicable.
- e. Unreturned Port of San Diego badges may cause delay in payment.
- f. 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). The report will also provide the actual charge that is being billed (the mark-up) and listed separately the complete hourly rate being paid. 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 and/or a link to a report from time-to-time as required (at no cost to District).

- b. **DEFINITION OF WORKWEEK** – The District follows an Alternate Work Week schedule, which is a 9/80 work schedule with every other Friday off, also known as a dark day. 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 1/2) of the 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) Prevention of Harassment and Discrimination 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. Any temporary employee not in compliance with the dress code will be sent home to change, at no cost to the District.
- 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

email or 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 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. Task Authorizations shall be Time and Materials.

Each invoice shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

- (2) Professional services shall be invoiced in accordance with the following Rate Schedules:

| LABOR CLASSIFICATION | Service Provider Pay Rate | District Hourly Bill Rate | District Overtime Bill Rate | Worker's Compensation Code |
|--------------------------------------|----------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| 1. HR ASSISTANT | \$18-\$23 | \$25.02-\$31.97 | \$35.03-44.76 | 8810 Clerical |
| 2. HR ANALYST | \$35-\$40 | \$48.65-\$55.60 | \$68.11-\$77.84 | 8810 Clerical |
| 3. OFFICE ASSISTANT | \$15-\$20 | \$20.85-\$27.80 | \$29.19-\$38.92 | 8810 Clerical |
| 4. ADMINISTRATIVE ASSISTANT I | \$18-\$23 | \$25.02-\$31.97 | \$35.03-\$44.76 | 8810 Clerical |
| 5. EXECUTIVE ASSISTANT 1 | \$25-\$30 | \$34.75-\$41.70 | \$48.65-\$58.38 | 8810 Clerical |
| 6. PARALEGAL | \$23-\$28 | \$31.97-\$38.92 | \$44.76-\$54.49 | 8810 Clerical |
| 7. LEGAL SECRETARY | \$22-\$27 | \$30.58-\$37.53 | \$42.81-\$52.54 | 8810 Clerical |
| 8. DISTRIBUTION & STORAGE TECHNICIAN | \$22-\$27 | \$30.58-\$37.53 | \$42.81-\$52.54 | 8810 Clerical |
| 9. ACCOUNTING ASSISTANT | \$20-\$25 | \$27.80-\$34.75 | \$38.92-\$48.65 | 8810 Clerical |
| 10. ACCOUNTANT | \$25-\$30 | \$34.75-\$41.70 | \$48.65-\$58.38 | 8810 Clerical |
| 11. AUDITOR | \$30-\$35 | \$41.70-\$48.65 | \$58.38-\$63.11 | 8810 Clerical |
| 12. CUSTODIAN | \$15-\$20 | \$21.90-\$29.20 | \$30.66-\$40.88 | 9009 Building Operations |
| 13. GARDENER 1 | \$19-\$24 | \$27.74-\$35.04 | \$38.84-\$49.06 | 9009 Building Operations |
| 14. MAINTENANCE WORKER 1 | \$18-\$23 | \$26.28-\$33.58 | \$36.79-\$47.01 | 9009 Building Operations |

39 % Mark-Up for any classification not covered in the above Fee Schedule (8810 Clerical)

25 % Mark-Up for pay-rolled employees sourced by District (8810 Clerical).

46 % Mark-Up for any classification not covered in the above Fee Schedule (9009 Building Operations).

35 % Mark-Up for pay-rolled employees sourced by District (9009 Building Operations)

Note: All compensation rates must be agreed upon and approved by District Authorized Representative prior to assignment and acceptance of Service Provider staff.

- (a) The following shall be considered part of the fully burdened hourly rates stated in this Agreement: vehicle expenses, parking, tolls, film, postage, facsimiles, computer usage, printing, normal copying and document reproduction, blue print services, travel, telecommunications, photography, and all other costs and expenses incurred in completing such services.
- (b) Additional classifications and fully burdened hourly rates not listed in the Rate Schedule above may be authorized via Task Authorization with the approval of the District's Project Manager.

(3) **Reimbursable Expenses**

| | |
|----------------------------|------------------------|
| Sub-Service Provider Costs | 0% mark-up |
| Direct Costs | At Cost (zero mark-up) |

Note: Reimbursement for direct costs in excess of \$50.00 shall require the advance written approval by District's Project Manager. All other project related direct costs shall require appropriate documentation for reimbursement.

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. 151-2017RH
 - (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. _____, 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 mailed to the attention of: Human Resources Department, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
 - 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
TASK AUTHORIZATION FORM
San Diego Unified Port District**



(DEPARTMENT NAME)
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-____
Fax (619) 725-____

TASK AUTHORIZATION NO. _

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

Subject: Task Authorization for Agreement No. __ - 20__
(Agreement Title)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$_____. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #_** on invoice(s) for this Task.

TASK DESCRIPTION

| | | | | | |
|----|--------------------|----|----|-------------------------|--|
| 1. | Requestor: | | 4. | WBS or IO/ Cost Center: | |
| 2. | Date of Request: | | 5. | Task Start Date: | |
| 3. | Task Budget: | \$ | 6. | Task End Date: | |
| | | | | | |
| 7. | Task Title: | | | | |

8. **Scope of Services.**

9. Contractor Staffing (If applicable)

| Name | Classification | Hours |
|------|-------------------------------------|-------|
| | Staff as needed per Agreement rates | |
| | | |

10. List of Sub-Contractors (If applicable)

| |
|-----|
| N/A |
| |

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via mail to _____, Contracts Administrator, at the address above.

APPROVALS

Service Provider:

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: Project Manager

Date: _____

Manager:

Signature: _____

Name: _____

Title: Manager

Date: _____

Director/Chief Engineer:

Signature: _____

Name: _____

Title: Director/Chief Engineer

Date: _____

EXHIBIT B CERTIFICATE OF INSURANCE San Diego Unified Port District

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 100085 – 185
Duluth, GA 30096 – 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 <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____ | | Commencement Date: Expiration Date: | Each Occurrence: \$ _____ General Aggregate: \$ _____ |
| | Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos | | Commencement Date: Expiration Date: | Each Occurrence: \$ _____ |
| | Workers Compensation – Statutory Employer's Liability | | Commencement Date: Expiration Date: | E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____ |
| | Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____ | | Commencement Date: Expiration Date: | Each Claim \$ _____ \$ _____ |
| | Excess/Umbrella Liability | | Commencement 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) | E-mail Address: _____ |
| | Phone: _____ Fax Number: _____ |
| | Signature of Authorized Agent(s) or Broker(s) |

Date:

SAN DIEGO UNIFIED PORT DISTRICT
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 100085 – 185
Duluth, GA 30096 – OR –
Email to: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

DRAFT**RESOLUTION 20xx-xxx****RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERIT CONSULTING, INC. FOR TEMPORARY STAFFING SERVICES ON AN AS-NEEDED BASIS FOR THIRTY-FIVE (35) MONTHS FOR AN AGGREGATE AMOUNT NOT TO EXCEED \$990,000 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 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, in order to provide the most flexibility in staffing, and to adjust more easily and quickly to workload fluctuations, District staff have determined that it is beneficial to hire temporary employees on an as-needed basis; and

WHEREAS, temporary staffing can provide continued coverage during employee leaves of absence or for special projects; and

WHEREAS, to accomplish this, Staff believes that an as-needed temporary staffing services agreement is beneficial to streamline and standardize temporary hiring practices, provide set costs for budget planning, and cost savings through set prices; and

WHEREAS, on April 28, 2017, a Request for Proposals notice was sent to one hundred and twenty-four vendors that registered as providing temporary personnel services and was posted on the District's website; and

WHEREAS, on June 21, 2017 the evaluation panel interviewed three firms and considered the following criteria: Experience of Proposed Staff, Approach to the Project, Capability to Perform, Cost and Price, and Firm's Relevant Experience; and

WHEREAS, in addition to the above, a cost and price analysis for the above firms was conducted and included hourly bill rates, and mark-ups for classifications not covered in the fee schedule and for payrolled employees sourced by the District; and

20xx-xxx

WHEREAS, all three companies presented comparable rates for the classifications at the District, with Amerit Consulting, Inc. having the lowest mark-up; and

WHEREAS, District staff recommends that the Board authorize an agreement with Amerit Consulting, Inc. as the best value provider.

NOW, THEREFORE, BE IT RESOLVED by 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 an agreement with Amerit Consulting, Inc. for temporary staffing services on an as-needed basis for thirty-five (35) months for an aggregate amount not to exceed \$990,000 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 11th day of July, 2017, by the following vote:

**EXHIBIT A
TASK AUTHORIZATION FORM
San Diego Unified Port District**



(DEPARTMENT NAME)
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-____
 Fax (619) 725-____

TASK AUTHORIZATION NO. _ _

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

Subject: Task Authorization for Agreement No. __ - 20__
 (Agreement Title)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$_____. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #_ on invoice(s) for this Task.**

TASK DESCRIPTION

| | | | | | |
|----|--------------------|----|----|-------------------------|--|
| 1. | Requestor: | | 4. | WBS or IO/ Cost Center: | |
| 2. | Date of Request: | | 5. | Task Start Date: | |
| 3. | Task Budget: | \$ | 6. | Task End Date: | |
| | | | | | |
| 7. | Task Title: | | | | |

8. **Scope of Services.**

9. Contractor Staffing (If applicable)

| Name | Classification | Hours |
|------|-------------------------------------|-------|
| | Staff as needed per Agreement rates | |
| | | |

10. List of Sub-Contractors (If applicable)

| |
|-----|
| N/A |
| |

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via mail to _____, Contracts Administrator, at the address above.

APPROVALS

Service Provider:

Project Manager:

Signature:

Signature:

Name:

Name:

Title:

Title: Project Manager

Firm:

Date:

Date:

Manager:

Director/Chief Engineer:

Signature:

Signature:

Name:

Name:

Title: Manager

Title: Director/Chief Engineer

Date:

Date:

EXHIBIT B CERTIFICATE OF INSURANCE San Diego Unified Port District

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 100085 – 185
 Duluth, GA 30096 – 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. |
|--|--|

| POLICY NO. | TYPE OF INSURANCE | DATES | LIMITS |
|------------|---|--|--|
| | Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____ | Commencement Date: Expiration Date: | Each Occurrence: \$ _____ General Aggregate: \$ _____ |
| | Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos | Commencement Date: Expiration Date: | Each Occurrence: \$ _____ |
| | Workers Compensation – Statutory Employer's Liability | Commencement Date: Expiration Date: | E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____ |
| | Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____ | Commencement Date: Expiration Date: | Each Claim \$ _____ |
| | Excess/Umbrella Liability | Commencement Date: Expiration Date: | Each Occurrence: \$ _____ General Aggregate: \$ _____ |

| POLICY NO. | COMPANIES AFFORDING COVERAGE | A. M. BEST RATING |
|------------|------------------------------|-------------------|
| A | | |
| B | | |
| C | | |
| D | | |

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) | E-mail Address: _____ |
| | Phone: _____ Fax Number: _____ |
| Signature of Authorized Agent(s) or Broker(s) | |

Date: _____

SAN DIEGO UNIFIED PORT DISTRICT
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)

| |
|--|
| <p>MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:</p> <p>San Diego Unified Port District c/o Ebix BPO P.O. Box 100085 – 185 Duluth, GA 30096 – OR – Email to: sdupd@prod.certificatesnow.com Fax: 1-866-866-6516</p> |
|--|

COPY

67021



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. 01-2017

July 21, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

Subject: Task Authorization 01-2017 for Agreement No. 151-2017: 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 01-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|---|-------------------------|---------------|
| 1. Requestor: | Office of the District Clerk (ODC) | 4. WBS or IO/ Cst.Ctr.: | 106 |
| 2. Date of Request: | July 20, 2017 | 5. Task Start Date: | July, 31 2017 |
| 3. Task Bill Rate/Hour: | Administrative Assistant I @ \$31.97 | | |
| 6. Task Title: | Provide temporary staff to ODC Department | | |
| 7. Estimated Duration of Assignment: | Through July 31, 2018 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 66,478 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|------------------|----------------------------|----------------|
| Candice Phillips | Administrative Assistant I | \$31.97 |

APPROVALS

APPROVED: YES NO Director Approval

Amerit Signature: *Laura Miller*

Signature: *Michelle A. Corbin*

Name: *Laura Miller*

Name: *Michelle A. Corbin*

Title: *Senior Manager, HR Operations*

Title: *Director, Human Resources*

Date: *8/2/17*

Date: *July 31, 2017*

67021



HUMAN RESOURCES
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
Fax (619) 686-6403

TASK AUTHORIZATION NO. 02-2017

July 21, 2017

Laura Miller, Staffing Manager
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130

Subject: Task Authorization 02-2017 for Agreement No. 151-2017; ^{PH} 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 02-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|--|-------------------------|---------------|
| 1. Requestor: | Engineering & Construction | 4. WBS or IO/ Cst.Ctr.: | 140 |
| 2. Date of Request: | July 21, 2017 | 5. Task Start Date: | July 24, 2017 |
| 3. Task Bill Rate/Hour: | Management Analyst @ \$25.63 | | |
| 6. Task Title: | Provide temporary staff to Engineering / Construction Department | | |
| 7. Estimated Duration of Assignment: | Through September 1, 2017 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 5,331 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|-------------|--------------------|----------------|
| D'Arcy Hill | Management Analyst | \$25.63 |

APPROVALS

APPROVED: YES NO

Amerit Signature: *Laura Miller*
Name: Laura Miller
Title: Senior Manager, HR Operations
Date: 8/2/17

Director Approval

Signature: *Michelle A. Corbin*
Name: Michelle A. Corbin
Title: Director, Human Resources
Date: July 31, 2017

REFERENCE COPY

67021



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

1st AMENDMENT TO TASK AUTHORIZATION NO. 02-2017

September 14, 2017

Laura Miller, Staffing Manager
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130

**Subject: 1st Amendment to Task Authorization 02-2017 for Agreement No. 151-2017RH:
As Needed Temporary Staffing Services**

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 02-2017 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 1st Amendment to TA 02-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|--|-------------------------|--------------------|
| 1. Requestor: | Engineering & Construction | 4. WBS or IO/ Cst.Ctr.: | 140 |
| 2. Date of Request: | September 14, 2017 | 5. Task Start Date: | September 14, 2017 |
| 3. Task Bill Rate/Hour: | Management Analyst @ \$25.63 | | |
| 6. Task Title: | Extending assignment of temporary staff in Eng-Con | | |
| 7. Estimated Duration of Assignment: | Through June 30, 2018 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 43,623 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|-------------|--------------------|----------------|
| D'Arcy Hill | Management Analyst | \$25.63 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit Signature: *Laura Miller*
Name: Laura Miller
Title: Sr. HR Ops Mgr.
Date: 9/15/17

Signature: *Michelle A. Corbin*
Name: Michelle A. Corbin
Title: Director, Human Resources
Date: 9/15/17

67021



HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6108

TASK AUTHORIZATION NO. 03-2017

July 31, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

Subject: Task Authorization 03-2017 for Agreement No. 151-2017: 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 03-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | | | |
|----|---|---------------------------------------|----|----------------------|----------------|
| 1. | Requestor: | Maritime | 4. | WBS or IO/ Cst.Ctr.: | 153 |
| 2. | Date of Request: | July 31, 2017 | 5. | Task Start Date: | August 1, 2017 |
| 3. | Task Bill Rate/Hour: | Maritime Terminal Supervisor@ \$60.44 | | | |
| 6. | Task Title: Provide temporary staff to Maritime | | | | |
| 7. | Estimated Duration of Assignment: Through July 31, 2018 | | | | |
| 8. | Estimated Not-To-Exceed Amount: \$125,716 | | | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|-------------|----------------------------|----------------|
| Mark Taylor | Marine Terminal Supervisor | \$60.44 |

APPROVALS

APPROVED: YES NO

Amerit
 HB Staffing Signature: *Janna Miller*

Name: *Laura Miller*
 Title: *Senior Manager, HR Ops*
 Date: *8/2/17*

Director Approval

Signature: *Michelle A. Corbin*

Name: Michelle A. Corbin
 Title: Director, Human Resources
 Date: *July 31, 2017*

REFERENCE COPY

(1)

67021



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. 03-2017

September 21, 2017

Laura Miller, Staffing Manager
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130

Subject: 1st Amendment to Task Authorization 03-2017 for Agreement No. 151-2017RH:
As Needed Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This 1st Amendment to Task Authorization 03-2017 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite 1st Amendment to TA 03-2017 on invoice(s) for this Task.

TASK DESCRIPTION

Table with 2 columns and 8 rows containing task details: 1. Requestor: Maritime, 2. Date of Request: July 31, 2017, 3. Task Bill Rate/Hour: Marine Terminal Supervisor @ \$60.44, 4. WBS or IO/ Cst.Ctr.: 153, 5. Task Start Date: August 31, 2017, 6. Task Title: Amendment to correct information on original Task Authorization, 7. Estimated Duration of Assignment: Through June 30, 2018, 8. Estimated Not-To-Exceed Amount: \$ 60,440

8. Contractor Staffing (If applicable)

Table with 3 columns: Name(s), Classification, Bill Rate/Hour. Row 1: Mark Taylor, Marine Terminal Supervisor, \$60.44

APPROVALS

APPROVED: [X] YES [] NO

Amerit Signature: [Handwritten Signature]
Name: Laura Miller
Title: Sr. Mgr, HR Ops
Date: 9/22/17

Director Approval

Signature: [Handwritten Signature]
Name: Michelle A. Corbin
Title: Director, Human Resources
Date: 9/21/17

(1)

67021



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. 04-2017

August 10, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

Subject: Task Authorization 04-2017 for Agreement No. 151-2017: 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 04-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|---|-------------------------|----------------|
| 1. Requestor: | Information Technology | 4. WBS or IO/ Cst.Ctr.: | 124 |
| 2. Date of Request: | July 20, 2017 | 5. Task Start Date: | August 1, 2017 |
| 3. Task Bill Rate/Hour: | Administrative Assistant I @ \$31.97 | | |
| 6. Task Title: | Provide temporary staff to ODC Department | | |
| 7. Estimated Duration of Assignment: | Through September 31, 2017 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 9,977 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|-----------------|----------------------------|----------------|
| Patricia Wright | Administrative Assistant I | \$31.97 |

APPROVALS

APPROVED: YES NO

Amerit Signature: *Laura Miller*
 Name: *Laura Miller*
 Title: *Sr Mgr, Hrc Ops.*
 Date: *8/14/17*

Director Approval

Signature: *[Signature]*
 Name: *Michelle A. Corbin*
 Title: *Director, Human Resources*
 Date: *Aug. 10, 2017*

(1)

67021



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. 04-2017

September 28, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

**Subject: 1st Amendment to Task Authorization 04-2017 for Agreement No. 151-2017RH:
 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 1st Amendment to TA 04-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|--|-------------------------|---------------|
| 1. Requestor: | Information Technology | 4. WBS or IO/ Cst.Ctr.: | 124 |
| 2. Date of Request: | July 20, 2017 | 5. Task Start Date: | July 31, 2017 |
| 3. Task Bill Rate/Hour: | Executive Assistant I @ \$28.00 | | |
| 6. Task Title: | Assignment ended. Amendment to add funds to pay invoice and correct information on original Task Authorization | | |
| 7. Estimated Duration of Assignment: | Through August 18, 2017 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 3,206 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|-----------------|-----------------------|----------------|
| Patricia Wright | Executive Assistant I | \$28.00 |

APPROVALS

APPROVED: YES NO

Amerit Signature: *Laura Miller*
 Name: Laura Miller
 Title: Sr. Mgr, HR Ops
 Date: 9/29/17

Director Approval

Signature: *Michelle A. Corbin*
 Name: Michelle A. Corbin
 Title: Director, Human Resources
 Date: 9/29/17

(1)

67021



HUMAN RESOURCES
 San Diego Unified Port District
 P.O. Box 121488
 San Diego, CA 92112-0488
 (619) 686-7245
 Fax (619) 686-6408

TASK AUTHORIZATION NO. 05-2017

August 16, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

Subject: Task Authorization 05-2017 for Agreement No. 151-2017: 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 05-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|--|-------------------------|----------------|
| 1. Requestor: | General Services | 4. WBS or IO/ Cst.Ctr.: | 182 |
| 2. Date of Request: | August 16, 2017 | 5. Task Start Date: | August 18 2017 |
| 3. Task Bill Rate/Hour: | Financial Technician @ \$30.58 | | |
| 6. Task Title: | Provide temporary staff to General Services Department | | |
| 7. Estimated Duration of Assignment: | 12 weeks (Through Nov. 10 th , 2017) | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 13,211 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|---------------|----------------------|----------------|
| Joelyn Ferrer | Financial Technician | \$30.58 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit
 HB Staffing Signature: *Laura Miller*

Signature: *Michelle A. Corbin*

Name: *Laura Miller*

Name: Michelle A. Corbin

Title: *Hr Ops Manager*

Title: Director, Human Resources

Date: *8/18/17*

Date: *Aug 17, 2017*

(1)

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

TASK AUTHORIZATION NO. 06-2017

August 28, 2017

Laura Miller, Staffing Manager
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130

Subject: Task Authorization 06-2017 for Agreement No. 151-2017: 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 06-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | | | |
|----|---|--------------------------------|----|-----------------------|----------------|
| 1. | Requestor: | General Services | 4. | WBS or IO/ Cst. Ctr.: | 182 |
| 2. | Date of Request: | August 16, 2017 | 5. | Task Start Date: | August 18 2017 |
| 3. | Task Bill Rate/Hour: | Financial Technician @ \$30.58 | | | |
| 6. | Task Title: Provide temporary staff to General Services Department | | | | |
| 7. | Estimated Duration of Assignment: 12 weeks (Through Nov. 10 th , 2017) | | | | |
| 8. | Estimated Not-To-Exceed Amount: \$ 13,211 | | | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|---------------|----------------------|----------------|
| Joelyn Ferrer | Financial Technician | \$30.58 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit Consulting Signature: *Laura Miller*

Signature: *Michelle A. Corbin*

Name: *Laura Miller*

Name: Michelle A. Corbin

Title: *Sr. Mgr HR Ops.*

Title: Director, Human Resources

Date: *8/29/2017*

Date: *Aug 28, 2017*

(1)

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 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. 06-2017

October 19, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

**Subject: 1st Amendment to Task Authorization 06-2017 for Agreement No. 151-2017RH:
 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 1st Amendment to TA 06-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | | | |
|----|--|--------------------------------|----|----------------------|-----------------|
| 1. | Requestor: | General Services | 4. | WBS or IO/ Cst.Ctr.: | 182 |
| 2. | Date of Request: | October 9, 2017 | 5. | Task Start Date: | October 9, 2017 |
| 3. | Task Bill Rate/Hour: | Financial Technician @ \$33.36 | | | |
| 6. | Task Title: Increase employee rate and extend length of assignment | | | | |
| 7. | Estimated Duration of Assignment: Through June 30, 2018 | | | | |
| 8. | Estimated Not-To-Exceed Amount: \$ 48,940 | | | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|---------------|----------------------|----------------|
| Joelyn Ferrer | Financial Technician | \$33.36 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit Consulting Signature: *Laura Miller*

Signature: *Michelle A. Corbin*

Name: *Laura Miller*

Name: Michelle A. Corbin

Title: *Sr HR Ops Mgr*

Title: Director, Human Resources

Date: *10/25/17*

Date: *10/24/17*

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 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. 06-2017

November 9, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

**Subject: 2nd Amendment to Task Authorization 06-2017 for Agreement No. 151-2017RH:
 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 2nd Amendment to TA 06-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|--|-------------------------|-----------------|
| 1. Requestor: | General Services | 4. WBS or IO/ Cst.Ctr.: | 182 |
| 2. Date of Request: | October 9, 2017 | 5. Task Start Date: | October 9, 2017 |
| 3. Task Bill Rate/Hour: | Financial Technician @ \$33.36 | | |
| 6. Task Title: | Combine amounts of previous Task Authorization | | |
| 7. Estimated Duration of Assignment: | Through June 30, 2018 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 62,151 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|---------------|----------------------|----------------|
| Joelyn Ferrer | Financial Technician | \$33.36 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit Consulting Signature: *Jane Miller*
 Name: *Laura Miller*
 Title: *Sr Mgr, HR Ops*
 Date: *11/13/17*

Signature: *Michelle A. Corbin*
 Name: Michelle A. Corbin
 Title: Director, Human Resources
 Date: *11/9/17*

Agreement No.: 151-2017; TA #6 (2nd Amendment)
 Consultant: Amerit
 Department: General Services Dept.

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San Diego, CA 92112-0488
(619) 686-7243
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TASK AUTHORIZATION NO. 07-2017

August 28, 2017

Laura Miller, Staffing Manager
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130

Subject: Task Authorization 07-2017 for Agreement No. 151-2017: 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 07-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|--|-------------------------|-------------------|
| 1. Requestor: | General Services | 4. WBS or IO/ Cst.Ctr.: | 182 |
| 2. Date of Request: | August 16, 2017 | 5. Task Start Date: | September 5, 2017 |
| 3. Task Bill Rate/Hour: | Staff Assistant II @ \$27.50 | | |
| 6. Task Title: | Provide temporary staff to General Services Department | | |
| 7. Estimated Duration of Assignment: | Through June 30, 2018 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 47,768.00 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|---------------|--------------------|----------------|
| Natasha Dulik | Staff Assistant II | \$27.50 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit Consulting Signature: *Laura Miller*

Signature: *Michelle A. Corbin*

Name: *Laura Miller*

Name: Michelle A. Corbin

Title: *Sr. Mgr, HR ops*

Title: Director, Human Resources

Date: *8/29/17*

Date: *Aug 28 2017*

REFERENCE COPY

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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. 07-2017

September 21, 2017

Laura Miller, Staffing Manager
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130

**Subject: 1st Amendment to Task Authorization 07-2017 for Agreement No. 151-2017RH:
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 1st Amendment to TA 07-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|---|-------------------------|-------------------|
| 1. Requestor: | Procurement Services | 4. WBS or IO/ Cst.Ctr.: | 129 |
| 2. Date of Request: | August 16, 2017 | 5. Task Start Date: | September 5, 2017 |
| 3. Task Bill Rate/Hour: | Staff Assistant II @ \$27.50 | | |
| 6. Task Title: | Amendment to correct information on original Task Authorization | | |
| 7. Estimated Duration of Assignment: | Through June 30, 2018 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 47,768 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|---------------|--------------------|----------------|
| Natasha Dulik | Staff Assistant II | \$27.50 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit Consulting Signature: *Laura Miller*
Name: Laura Miller
Title: Sr. Mgr, HR ops
Date: 9/22/17

Signature: *Michelle A. Corbin*
Name: Michelle A. Corbin
Title: Director, Human Resources
Date: 9/21/17

**REFERENCE
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TASK AUTHORIZATION NO. 08-2017

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

September 14, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

**Subject: Task Authorization 08-2017 for Agreement No. 151-2017RH: 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 Task Authorization 08-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|--|-------------------------|--------------------|
| 1. Requestor: | Information Technology | 4. WBS or IO/ Cst.Ctr.: | 124 |
| 2. Date of Request: | September 13, 2017 | 5. Task Start Date: | September 13, 2017 |
| 3. Task Bill Rate/Hour: | Administrative Assistant II @ \$29.19 | | |
| 6. Task Title: | Provide temporary staff to IT Department | | |
| 7. Estimated Duration of Assignment: | Through June 30, 2018 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 60,715 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|----------------|-----------------------------|----------------|
| Anthony Avalos | Administrative Assistant II | \$29.19 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit Signature: Laura Miller
 Name: Laura Miller
 Title: Sr. HR Ops Manager
 Date: 9/15/17

Signature: [Signature]
 Name: Michelle A. Corbin
 Title: Director, Human Resources
 Date: 9/15/17

REFERENCE COPY

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San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7245
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TASK AUTHORIZATION NO. 09-2017

September 14, 2017

Laura Miller, Staffing Manager
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130

Subject: Task Authorization 09-2017 for Agreement No. 151-2017RH: 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 Task Authorization 09-2017 on invoice(s) for this Task.

TASK DESCRIPTION

Table with 6 columns: Requestor, Date of Request, Task Bill Rate/Hour, WBS or IO/ Cst.Ctr., Task Start Date, Task Title, Estimated Duration of Assignment, Estimated Not-To-Exceed Amount.

8. Contractor Staffing (If applicable)

Table with 3 columns: Name(s), Classification, Bill Rate/Hour. Entry: Delilah Fuentes, Marketing/Public Relations Representative, \$31.97

APPROVALS

APPROVED: [X] YES [] NO

Director Approval

Amerit Signature: Laura Miller
Name: Laura Miller
Title: Sr HR Ops Mgr.
Date: 9/15/17

Signature: Michelle A. Corbin
Name: Michelle A. Corbin
Title: Director, Human Resources
Date: 9/15/17

(17)

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TASK AUTHORIZATION NO. 10-2017

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

September 20, 2017

Laura Miller, Staffing Manager
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130

**Subject: Task Authorization 10-2017 for Agreement No. 151-2017RH: 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 10-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | | | |
|----|---|------------------------------|----|----------------------|-----------------|
| 1. | Requestor: | Information Technology | 4. | WBS or IO/ Cst.Ctr.: | 124 |
| 2. | Date of Request: | August 10, 2017 | 5. | Task Start Date: | August 10, 2017 |
| 3. | Task Bill Rate/Hour: | Management Analyst @ \$34.75 | | | |
| 6. | Task Title: Provide temporary staff to IT Department. This Task Authorization serves as a replacement for Task Authorization 06-2017 a duplicate of 05-2017 | | | | |
| 7. | Estimated Duration of Assignment: Through June 31, 2018 | | | | |
| 8. | Estimated Not-To-Exceed Amount: \$ 72, 280 | | | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|-----------------|--------------------|----------------|
| Catherine Nazal | Management Analyst | \$34.75 |

APPROVALS

APPROVED: YES NO

Amerit Signature: *Janna Miller*
Name: Laura Miller
Title: Sr. Mgr, HR ops
Date: 9/22/17

Director Approval

Signature: *Michelle A. Corbin*
Name: Michelle A. Corbin
Title: Director, Human Resources
Date: 9/21/17

REFERENCE COPY

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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. 11-2017

September 20, 2017

Laura Miller, Staffing Manager
Amerit Consulting, Inc.
12626 High Bluff Drive, Suite 250
San Diego, CA 92130

Subject: Task Authorization 11-2017 for Agreement No. 151-2017RH: As Needed
Temporary Staffing Services

You are authorized to proceed with the work described in this correspondence. This Task Authorization 11-2017 is in accordance with Administrative Procedure #129-101: Task Authorization Process. Please cite TA 11-2017 on invoice(s) for this Task.

TASK DESCRIPTION

Table with 5 columns: Item #, Requestor, Date of Request, Task Bill Rate/Hour, WBS or IO/ Cst.Ctr., Task Start Date, Task Title, Estimated Duration of Assignment, Estimated Not-To-Exceed Amount.

8. Contractor Staffing (If applicable)

Table with 3 columns: Name(s), Classification, Bill Rate/Hour. Entry: Greg Bishop, Data Entry Clerk, \$27.47.

APPROVALS

APPROVED: [X] YES [] NO

Amerit Signature: [Handwritten Signature]
Name: Laura Miller
Title: Sr. Mgr, HR Ops
Date: 9/22/17

Director Approval
Signature: [Handwritten Signature]
Name: Michelle A. Corbin
Title: Director, Human Resources
Date: 9/21/17

REFERENCE COPY

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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. 12-2017

November 9, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

Subject: Task Authorization 12-2017 for Agreement No. 151-2017RH: 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 12-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|--|-------------------------|------------------|
| 1. Requestor: | General Services | 4. WBS or IO/ Cst.Ctr.: | 182 |
| 2. Date of Request: | October 09, 2017 | 5. Task Start Date: | October 09, 2017 |
| 3. Task Bill Rate/Hour: | Maintenance Worker I @ 26.28 | | |
| 6. Task Title: | Provide temporary staff to General Services Department | | |
| 7. Estimated Duration of Assignment: | Through June 30, 2018 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 77,106 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|--------------------|----------------------|----------------|
| P. Lopez, J. Lopez | Maintenance Worker I | \$26.28 |

APPROVALS

APPROVED: YES NO

Amerit Consulting Signature: *Laura Miller*

Name: *Laura Miller*

Title: *Sr Mgr, HR OPS*

Date: *11/8/17*

Director Approval

Signature: *Michelle A. Corbin*

Name: Michelle A. Corbin

Title: Director, Human Resources

Date: *11/9/17*

Agreement No.: 151-2017; TA #12
 Consultant: Amerit Consulting
 Department: General Services Dept.

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TASK AUTHORIZATION NO. 13-2017

November 9, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

Subject: Task Authorization 13-2017 for Agreement No. 151-2017RH: 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 13-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|--|-------------------------|------------------|
| 1. Requestor: | General Services | 4. WBS or IO/ Cst.Ctr.: | 182 |
| 2. Date of Request: | October 09, 2017 | 5. Task Start Date: | October 09, 2017 |
| 3. Task Bill Rate/Hour: | (3) Gardener(s) @ \$27.74 | | |
| 6. Task Title: | Provide temporary staff (3) to General Services Department | | |
| 7. Estimated Duration of Assignment: | Through June 30, 2018 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 122,086 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|-------------|----------------|----------------|
| Various (3) | Gardener | \$27.74 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit Consulting Signature: *Jana Miller*

Signature: *Michelle A. Corbin*

Name: *Laura Miller*

Name: Michelle A. Corbin

Title: *Sr Mgr, HRC Ops*

Title: Director, Human Resources

Date: *11/13/17*

Date: *11/9/17*

Agreement No.: 151-2017; TA #13
 Consultant: Amerit Consulting
 Department: General Services Dept.

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 San Diego Unified Port District
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 (619) 636-7245
 Fax (619) 636-6408

TASK AUTHORIZATION NO. 14-2017

November 9, 2017

Laura Miller, Staffing Manager
 Amerit Consulting, Inc.
 12626 High Bluff Drive, Suite 250
 San Diego, CA 92130

**Subject: Task Authorization 14-2017 for Agreement No. 151-2017RH: 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 14-2017 on invoice(s) for this Task.

TASK DESCRIPTION

| | | | |
|--------------------------------------|---|-------------------------|------------------|
| 1. Requestor: | General Services | 4. WBS or IO/ Cst.Ctr.: | 182 |
| 2. Date of Request: | October 09, 2017 | 5. Task Start Date: | October 09, 2017 |
| 3. Task Bill Rate/Hour: | Fleet Technician @ \$39.42 | | |
| 6. Task Title: | Provide Fleet Technician to General Services Department | | |
| 7. Estimated Duration of Assignment: | Through June 30, 2018 | | |
| 8. Estimated Not-To-Exceed Amount: | \$ 57,830 | | |

8. Contractor Staffing (If applicable)

| Name(s) | Classification | Bill Rate/Hour |
|-----------|------------------|----------------|
| W. Rivera | Fleet Technician | \$39.42 |

APPROVALS

APPROVED: YES NO

Director Approval

Amerit Consulting Signature: *Laura Miller*
 Name: *Laura Miller*
 Title: *HR Sr Mgr, HROps.*
 Date: *11/13/17*

Signature: *Michelle A. Corbin*
 Name: Michelle A. Corbin
 Title: Director, Human Resources
 Date: *11/9/17*

Agreement No.: 151-2017; TA #14
 Consultant: Amerit Consulting
 Department: General Services Dept.

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