



ATTACHMENT A

COOPERATIVE PURCHASE AGREEMENT

Cooperative Name: U.S. Communities

Contractor: ACRO Service Corporation

Master Intergov Coop Purchasing Agreement Number (MICPA): Serial 11143 - RFP and 16111

Master Agreement Effective Date: April 1, 2012 to December 31, 2019, and as re-awarded

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions of a State of California political subdivision granted to any such subdivisions under the U.S. Communities' Master Intergovernmental Cooperative Purchasing Agreement (MICPA) and Maricopa County's Master Agreement. This agreement may be amended from time to time.

Contractor shall grant such pricing, terms, and conditions to City for all procurements of services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone or via the Contractor website.

Additionally, to reiterate specific terms of the MICPA and the Master Agreement:

1. INTENT - City reserves the right to add additional contractors, at the City's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the City's needs or to ensure adequate competition on any project or task order work.
2. GENERAL DEFINITION OF SERVICES - Contractor will provide the broadest possible selection of temporary staffing and related services.
3. INTERVIEW OF PROSPECTIVE PERSONNEL - The City shall have the right to interview all prospective personnel and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resume will be required prior to an interview.
4. TRAINING - Referred personnel shall be immediately productive, requiring minimal training and orientation. In the event that the extended training (over four hours) is required, such as for an extended project or for any particular skill set, the Contractor may be required to pay the employee for up to sixteen hours (two business days) of training as determined by the City.
5. HOURS OF WORK – Contractor shall verify work hours at the time order is placed. Contractor shall consider City's 9/80 schedule as normal hours, rather than overtime.
6. CONTRACTOR SINGLE POINT OF CONTACT – Contractor shall designate a coordinator as a single, local point of contact, as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m., Monday through Friday, with the exception of the designated holidays.

7. **CONTRACT EMPLOYEE REQUIREMENTS** – include background screening, drug testing (as required), additional certifications, dress and equipment, communication skills, courtesy and cordiality towards others, and City's right of refusal provisions.
8. **DELIVERY** – It shall be the Contractor's responsibility to meet the proposed delivery requirements. City reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.
9. **GOVERNING LAW** – This agreement will be governed by and interpreted in accordance with the laws of the State of California. Venue for any actions or lawsuits involving this agreement will be in the Superior Court of the County of San Joaquin, Stockton Branch, or where applicable, in the federal District Court of California, Eastern District, Sacramento Division.
10. **COMPENSATION and PRICING** – The City pay rate for any temporary agency employee shall not be more than the rate paid for City employees holding the affected position at Step 1. Mark up plus compensation negotiated with Acro Service Corporation as set forth in the attached Exhibit A. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date and must be supported by appropriate documentation. If the City agrees to the adjusted price terms, the City shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.
11. **HOLD HARMLESS** – To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.
12. **INSURANCE REQUIREMENTS** - During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B and shall otherwise comply with the other provisions of Exhibit B.
13. **TERMINATION FOR CONVENIENCE OF CITY** - The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the work actually completed at the time the notice of termination is received.
14. **NON-ASSIGNABILITY** - The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing.
15. **LICENSES, CERTIFICATIONS, AND PERMITS** - Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor represents that its work will not unlawfully infringe any other copyrighted work and will defend and indemnify the City under Paragraph 11 of this Agreement for any claims of breach of copyright arising from or related to Contractor's work.

Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. NO PERSONAL LIABILITY - No official or employee of City shall be personally liable to Contractor in the event of any default or breach by City or for any amount due Contractor.
17. SCOPE OF AGREEMENT - This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.
18. SEVERABILITY - If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

City and Contractor do hereby enter into this Agreement. Any person signing this Agreement on behalf of City or Contractor does represent and warrants that he or she has full authority to do so.

CITY OF STOCKTON

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR

By: _____

Signature

R. T. Shahani

Print name

Title: _____

President & CEO

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____

Signature

CHITRA R. SHAHANI

Print name

Title: _____

CEO

Category	1st Step Pay Rate	Agency NTE Pay Rate	Agency NTE Mark up%	Agency NTE Bill Rate
Professional Category (Acctg, Gen Admin, Technical, LI)	1st step	32.78% - 39.23%		
Accountant I	\$23.30	\$18.00	32.78%	\$23.90
Accountant II	\$27.15	\$21.69	32.78%	\$28.80
Administrative Analyst I (ACRO = Adm Staff Asst)	\$23.82	\$23.00	32.78%	\$30.54
Arborist (ACRO = Groundskeeper/Landscaper Sr)	\$27.60	\$18.00	39.23%	\$25.06
Audit Assistant I (ACRO = Fiscal Assistant)	\$15.93	\$13.00	32.78%	\$17.26
Audit Assistant II (ACRO = Fiscal Technical Sr)	\$19.83	\$18.00	32.78%	\$23.90
Auditor	\$23.54	\$21.00	32.78%	\$27.88
Budget Analyst I	\$21.80	\$18.13	32.78%	\$24.07
Budget Analyst II	\$30.55	\$25.19	32.78%	\$33.45
Buyer I (ACRO = Purchasing/Procurement)	\$21.65	\$18.00	32.78%	\$23.90
Chemist (ACRO = Analytical Chemist)	\$24.85	\$18.08	32.78%	\$24.01
Engineer (ACRO = Eng Design Drafting Spclst)	\$23.44	\$28.89	32.78%	\$38.36
Human Resources Analyst I	\$23.62	\$17.76	32.78%	\$23.58
Human Resources Analyst II	\$26.54	\$22.53	32.78%	\$29.92
Laboratory Technician	\$21.07	\$17.28	37.63%	\$23.78
Project Manager I (ACRO = Program Mgr)	\$26.46	\$26.46	32.78%	\$35.13
Technician Category (Technica and IT)	1st step	37.63% to 40%		
Building Permit Technician	\$22.62	\$22.62	39.23%	\$31.49
Code Enforcement Officer I	\$21.84	\$21.84	39.23%	\$30.41
Combination Inspector I	\$23.77	\$23.77	39.23%	\$33.09
Engineering Aide	\$17.92	\$17.00	37.63%	\$23.40
Engineering Technician I	\$23.44	\$18.85	37.63%	\$25.94
Evidence Technician I	\$20.71	\$18.00	37.63%	\$24.77
Evidence Technician II	\$22.88	\$18.75	37.63%	\$25.81
Geographic Information Systems Analyst I	\$22.86	\$20.50	40.00%	\$28.70
Plan Checker I	\$28.69	\$23.00	37.63%	\$31.65
Planning Technician I	\$19.28	\$18.50	37.63%	\$25.46
Planning Technician II	\$21.02	\$20.50	37.63%	\$28.21
Tech Support Specialist II		\$21.00	37.63%	\$28.90
System Analyst I		\$20.00	37.63%	\$27.53
Paraprofessional Category	1st step	33.60% - 39.23%		
Bookmobile Driver	\$18.01	\$10.50	39.23%	\$14.62
Circulation Assistant I	\$14.82	\$10.50	39.23%	\$14.62
Legal Secretary I	\$20.80	\$16.00	33.60%	\$21.38
Legal Secretary II		\$24.00	33.60%	\$32.06
Library Aide I	\$14.44	\$12.50	33.60%	\$16.70
Office Technician	\$21.45	\$13.73	33.60%	\$18.34
Office and Clerical Category	1st step	32.78% - 40%		
Finance Assistant I	\$17.14	\$15.00	32.78%	\$19.92
Mail Courier	\$14.82	\$12.00	32.78%	\$15.93
Computer Operator I KEY DISK OPERATOR 1	\$16.33	\$14.00	33.60%	\$18.70

Customer Service Assistant	\$16.84	\$11.50	33.60%	\$15.36
Data Entry Specialist	\$18.61	\$14.20	33.60%	\$18.97
Office Assistant I	\$14.82	\$12.75	33.60%	\$17.03
Office Assistant II	\$16.33	\$14.50	33.60%	\$19.37
Office Specialist	\$20.32	\$15.50	33.60%	\$20.71
Police Records Assistant I	\$15.52	\$13.25	33.60%	\$17.70
Police Records Assistant II	\$16.69	\$15.00	33.60%	\$20.04
Records Specialist	\$20.32	\$16.00	33.60%	\$21.38
Reprographics/Mailroom Technician I	\$14.82	\$12.25	33.60%	\$16.37
Reprographics/Mailroom Technician II	\$17.15	\$16.50	33.60%	\$22.04
Revenue Assistant I	\$16.94	\$15.80	32.78%	\$20.98
Revenue Collector	\$20.86	\$20.86	32.78%	\$27.70
Secretary	\$20.32	\$17.00	33.60%	\$22.71
Skilled Craft Category (Trades)	1st step	45.24%		
Auto Painter/Repair Worker	\$24.51	\$18.00	45.24%	\$26.14
Craft Maintenance Worker I	\$18.36	\$10.50	45.24%	\$15.25
Electrical Technician I	\$23.95	\$18.00	45.24%	\$26.14
Electrical Technician II	\$26.33	\$21.00	45.24%	\$30.50
Electrician I	\$18.36	\$18.36	45.24%	\$26.67
Electrician II	\$25.26	\$27.00	45.24%	\$39.21
Heating & Air Conditioning Mechanic	\$24.91	\$10.55	45.24%	\$15.32
Heavy Equipment Operator PW	\$25.77	\$26.77	45.24%	\$38.88
Maintenance Repair Technician I	\$18.98	\$18.00	45.24%	\$26.14
Maintenance Repair Technician II	\$21.25	\$19.00	45.24%	\$27.60
Maintenance Worker I	\$15.13	\$12.51	45.24%	\$18.17
Maintenance Worker II	\$18.00	\$13.35	45.24%	\$19.39
Mechanic I	\$20.07	\$22.93	45.24%	\$33.30
Welder/Fabricator	\$23.35	\$22.48	45.24%	\$32.65
Service & Maintenance Category (Light Industrial)	1st step	39.23%		
Facilities Maintenance Worker I	\$13.75	\$11.75	39.23%	\$16.36
Facility Aide	\$13.75	\$13.50	39.23%	\$18.80
Janitor	\$16.47	\$14.00	39.23%	\$19.49
Maintenance Worker I	\$15.13	\$14.75	39.23%	\$20.54
Park Aide	\$11.00	\$10.50	39.23%	\$14.62
Parks Worker I		\$13.00	39.23%	\$18.10
Parks Worker II		\$14.00	39.23%	\$19.49
Plant Operator	\$21.42	\$18.00	39.23%	\$25.06
Water Systems Operator	\$20.04	\$18.00	39.23%	\$25.06

Note: The bill rates and markups implied therefrom presented above include costs related to the "Affordable Care Act", but exclude certain statutory business and payroll costs that are imposed by some states and local government entities. Such costs include, for example, but are not limited to, Sales Taxes, WA Business and Occupational Tax, Ohio Commercial Activity Tax, San Francisco Payroll Expense Tax, Mandatory Paid Time Off for Illness ("Sick Time"), and other levies on business activity. These costs will be billed separately as incurred, based on actual costs, with no markup. Should any current statutory costs increase substantially or should new statutory costs be mandated, Acro reserves the right to pass the burden of such cost increases

EXHIBIT B – INSURANCE REQUIREMENTS

(Temporary Agency Services)

Agency shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Agency has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if agency provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Agency's profession, with limit no less than **\$25,000** per occurrence or claim, **\$50,000** aggregate. (If Claims-made, see below.)
5. **Crime Coverage or Fidelity Bond:** Crime Insurance or Fidelity Bond covering the dishonest acts of employees of Agency, including coverage for theft of property of City by employees or subcontractors of Agency. The limit shall not be less than **\$250,000 each occurrence**.

If the Agency maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the agency. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

b. Other Insurance Provisions

c. The Insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Agency including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Agency's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Agency's insurance coverage shall be endorsed as **primary** insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Agency's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

(1)Waiver of Subrogation

Agency hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Agency may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Agency agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

(2)Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Agency to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII If admitted to do business in the State of California; If not admitted to do business in the State of California, Insurance is to be placed with Insurers with a current A.M. Best's rating of no less than A+:X.

(3)Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Agency shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Agency's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Agency shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- o City of Stockton
- o Attention: Risk Services
- o 425 N El Dorado Street
- o Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Agency fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Agency shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Agency shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.