

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-7200

1 AGREEMENT

2 **30079**

3 THIS AGREEMENT is made and entered, in duplicate, as of February 7,
4 2007 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting held on November 21, 2006, by and between
6 MANPOWER INC., a Wisconsin corporation, whose address is 4300 Long Beach
7 Boulevard, Suite 440, Long Beach, California 90807 (Contractor"), and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City desires to use the services of Contractor for temporary
10 animal kennel maintenance services; and

11 WHEREAS, City selected Contractor in accordance with City's policies and
12 procedures, and City has ascertained that Contractor and its employees are qualified,
13 licensed, if so required, and experienced in performing these specialized services;

14 NOW, THEREFORE, in consideration of the mutual terms and conditions
15 herein, the parties agree as follows:

16 1. A. Contractor shall furnish the services ("Services") described in Exhibit
17 "A" attached hereto and incorporated herein by this reference, and City shall pay
18 Contractor for the Services an amount not to exceed \$300,000.00, at the rates or charges
19 described in Exhibit "A". City's use of the Services will be based on City's actual needs and
20 requirements, and City does not covenant, guarantee, promise or warrant that it will use,
21 need or require the full "not to exceed" amount of Services.

22 B. Contractor has requested to receive regular payments. City shall pay
23 Contractor in due course of payments following receipt from Contractor and approval by
24 City of invoices showing the services or task performed, the time expended (if billing is
25 hourly), and the name of the project. Contractor shall certify on the invoices that
26 Contractor has performed the services in full conformance with this Agreement and is
27 entitled to receive payment. Where billing is done and payment is made on an hourly
28 basis, the parties acknowledge that this arrangement is either customary practice for

1 Contractor's profession, industry or business, or is necessary to satisfy audit and legal
2 requirements which may arise due to the fact that City is a municipality.

3 D. Contractor represents that Contractor has obtained all necessary
4 information on conditions and circumstances that may affect its performance and has
5 conducted site visits, if necessary.

6 2. The term of this Agreement shall begin at 12:01 a.m. on February 1, 2006
7 and shall end at midnight on February 29, 2008, unless sooner terminated as provided in
8 this Agreement.

9 3. In performing the Services, Contractor is and shall act as an independent
10 contractor and not an employee, representative or agent of City. Contractor acknowledges
11 and agrees that: (a) City will not withhold taxes of any kind from Contractor's
12 compensation; (b) City will not secure workers' compensation or pay unemployment
13 insurance to, for or on Contractor's behalf; and (c) City will not provide and Contractor is
14 not entitled to any of the usual and customary rights, benefits or privileges of City
15 employees. Contractor expressly warrants that neither Contractor nor any of Contractor's
16 employees or agents shall represent themselves to be employees or agents of City.

17 4. As a condition precedent to the effectiveness of this Agreement,
18 Contractor shall procure and maintain at Contractor's expense for the duration of this
19 Agreement from an insurance company that is admitted to write insurance in California or
20 from authorized non-admitted insurance companies that have ratings of or equivalent to
21 A:VIII by A.M. Best Company:

22 (a) Commercial general liability insurance (equivalent in scope to
23 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
24 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
25 (\$2,000,000) general aggregate. Such coverage shall include but not be
26 limited to broad form contractual liability, cross liability, independent
27 contractors liability, and products and completed operations liability. City, its
28 officials, employees and agents shall be named as additional insureds by

1 endorsement (on City's endorsement form or on an endorsement equivalent
2 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
3 shall contain no special limitations on the scope of protection given to City,
4 its officials, employees and agents.

5 (b) Workers' compensation insurance as required by the California
6 Labor Code and employer's liability insurance in an amount not less than
7 One Million Dollars (\$1,000,000) per accident.

8 (c) Professional liability insurance in an amount not less than One
9 Million Dollars (\$1,000,000) per occurrence.

10 (d) Commercial automobile liability insurance (equivalent in scope
11 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an
12 amount not less than Five Hundred Thousand Dollars (\$500,000) combined
13 single limit per accident.

14 Any self-insurance program, self-insured retention or deductible must be
15 separately approved in writing by City's Risk Manager or designee and shall protect City,
16 its officials, employees and agents in the same manner and to the same extent as they
17 would have been protected had the policy or policies not contained retention
18 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
19 suspended, voided or canceled by either party except after thirty (30) days prior written
20 notice to City, and shall be primary and not contributing to any other insurance or self-
21 insurance maintained by City, its officials, employees and agents.

22 Contractor shall require that all contractors and subcontractors that
23 Contractor uses in the performance of services under this Agreement maintain insurance
24 in compliance with this Section unless otherwise agreed in writing by City's Risk Manager
25 or designee.

26 Prior to the start of performance under this Agreement, Contractor shall
27 deliver to City certificates of insurance and required endorsements, including any insurance
28 required of Contractor's contractors and subcontractors, for approval as to sufficiency and

1 form. The certificates and endorsements shall contain the original signature of a person
2 authorized by that insurer to bind coverage on its behalf. In addition, Contractor shall, at
3 least thirty (30) days prior to expiration of the insurance required hereunder, furnish to City
4 certificates of insurance and endorsements evidencing renewal of such insurance. City
5 reserves the right to require complete certified copies of all policies of Contractor or
6 Contractor's contractors or subcontractors, at any time. Contractor shall make available
7 to City all books, records and other information relating to the insurance coverage required
8 herein during normal business hours.

9 Any modification or waiver of the insurance requirements herein shall only
10 be made with the written approval of City's Risk Manager or designee. Not more frequently
11 than once a year, City's Risk Manager or designee may require that Contractor,
12 Contractor's contractors and subcontractors change the amount, scope or types of
13 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
14 coverages herein are not adequate.

15 The procuring or existence of insurance shall not be construed or deemed
16 as a limitation on liability relating to Contractor's performance of services or as full
17 performance of or compliance with the indemnification provisions herein.

18 5. Contractor shall not assign its rights or delegate its duties hereunder, or
19 any interest herein, or any portion hereof, without the prior written consent of City or its
20 designee. Any attempted assignment or delegation shall be void, and any assignee or
21 delegate shall acquire no right or interest by reason of such attempted assignment or
22 delegation.

23 6. Contractor shall perform the Services in a professional and workmanlike
24 manner in accordance with generally accepted practices for the nature of the Services.

25 7. City shall have the right to terminate this Agreement for any reason or no
26 reason at any time by giving thirty (30) days' prior notice to Contractor, which thirty (30)
27 days shall run from the date of deposit in the mail or the date on which personal delivery
28 is made, whichever first occurs. Said notice shall specify the date on which Services shall

1 stop, and Contractor shall stop on said date. In the event of termination pursuant to this
2 Section 7, City shall pay Contractor for Services satisfactorily performed up to the effective
3 date of termination for which Contractor has not been previously paid, and for which
4 Contractor has submitted an accurate, itemized statement showing the Services
5 performed.

6 8. This Agreement shall not be amended, nor any provision or breach hereof
7 waived, except in writing signed by the parties which expressly refers to this Agreement.

8 9. This Agreement shall be governed by and construed pursuant to the laws
9 of the State of California (except those provisions of California law pertaining to conflicts
10 of laws). Contractor shall comply with all laws, ordinances, rules and regulations of and
11 obtain all permits, licenses and certificates required by all federal, state and local
12 governmental authorities.

13 10. This Agreement constitutes the entire understanding between the parties
14 hereto and supersedes all other agreements, whether oral or written, with respect to the
15 subject matter herein.

16 11. Contractor shall defend, indemnify and hold City, its officials, employees
17 and agents harmless from and against all claims, demands, damage, causes of action,
18 proceedings, loss, costs and expenses (including attorney's fees, court costs, and expert
19 and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations
20 and include by way of example but are not limited to: Claims for property damage, personal
21 injury or death arising in whole or in part from any negligent act or omission of Contractor,
22 its officers, employees, agents, sub-contractors or anyone under Contractor's control
23 (collectively "Indemnitor"); misrepresentation; willful misconduct; and Claims by any
24 employee of Indemnitor relating in any way to worker's compensation. Independent of the
25 duty to indemnify and as a free-standing duty on the part of Contractor, Contractor shall
26 defend City and shall continue this defense until the Claim is resolved, whether by
27 settlement, judgment or otherwise. Contractor shall notify City of any Claim within ten (10)
28 days. Likewise, City shall notify Contractor of any Claim, shall tender the defense of the

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1 Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the
2 defense.

3 12. Contractor acknowledges that certain information gained by its
4 employees during the performance of Services may be confidential. If any information is
5 identified in writing by City as confidential, then Contractor shall keep such information,
6 whether written, oral or visual, confidential.

7 13. In the event that there is any legal proceeding between the parties to
8 enforce or interpret this Agreement or to protect or establish any rights or remedies
9 hereunder, the prevailing party shall be entitled to its costs and expenses, including
10 reasonable attorneys' fees.

11 14. In connection with performance of this Agreement and subject to
12 applicable rules and regulations, Contractor shall not discriminate against any employee
13 or applicant for employment because of race, religion, national origin, color, age, sex,
14 sexual orientation, AIDS, HIV status, handicap or disability. Contractor shall ensure that
15 applicants are employed, and that employees are treated during their employment, without
16 regard to these bases. These actions shall include, but not be limited to, the following:
17 employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff
18 or termination, rates of pay or other forms of compensation, and selection for training,
19 including apprenticeship.

20 15. Any notices required hereunder or desired to be given by either party
21 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
22 class, postage prepaid to Contractor at the address first stated above, and to City at 333
23 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager.

24 Notice of change of address shall be given in the same manner as stated
25 herein for other notices. The notice shall be deemed given on the date deposited in the
26 mail or on the date personal delivery is made, whichever first occurs.

27 16. The acceptance of the Services or the payment of any money by City
28 shall not operate as a waiver of any provision of this Agreement, or of any right to damages

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1 or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall
2 not constitute a waiver of any other or subsequent breach of this Agreement.

3 17. Termination or expiration of this Agreement shall not affect rights or
4 liabilities of the parties that accrued prior to such termination or expiration.

5 18. Contractor shall not use the name of City, its officials or employees in
6 any advertising or solicitation for business, nor as a reference, without the prior approval
7 of the City Manager or his designee.

8 IN WITNESS WHEREOF, the parties have caused this document to be duly
9 executed with all formalities required by law as of the date first written above.

10 MANPOWER INC., a Wisconsin corporation
11 4/19, 2007 By [Signature]
12 ~~President~~ August P. Senboutaraj
13 Manager, Client Contracts
(Type or Print Name)

14 _____, 2007 By _____
15 Secretary
(Type or Print Name)

16 "Contractor"

17 CITY OF LONG BEACH, a municipal corporation
18 May 7, 2007 By Christine J. Shippey ASSISTANT
19 City Manager

20 "City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

21 This Contract is approved as to form on 4/25, 2007.

22 ROBERT E. SHANNON, City Attorney
23 By [Signature]
24 Deputy City Attorney

27 LAC:bg
06-06453
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Scope of Work

- Cleaning and disinfecting stray animal cages and kennels.
- Feeding and watering animals housed in the stray animal areas.
- Impounding/kenneling animals.
- Assisting the public with locating lost pets housed at the shelter.
- Assisting pet owners with redeeming their impounded pets.
- Handling animals on a daily basis.

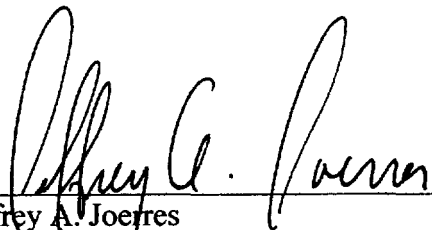
City shall pay for each of the above Services at a rate of between \$9.00 and \$13.00 per hour, depending on the necessary animal handling skills, as determined by City in its sole discretion. Contractor shall be permitted to add a mark up of fifty-nine percent (59%) on all services.

EXHIBIT "A"

AUTHORITY REGARDING EXECUTION OF CUSTOMER CONTRACTS

The undersigned, President and Chief Executive Officer of Manpower Inc., a Wisconsin corporation (the "Company"), pursuant to the By-laws of the Company, hereby confirms that all officers of the Company, as well as the Manager of Contracts Administration, or its future equivalent, are authorized to approve, execute and deliver on behalf of the Company contracts with customers for services to be provided by the Company; provided, however, that standard review and approval procedures approved by the Legal Department have been followed and documented.

Executed this 28 day of April, 2006.



Jeffrey A. Joerres
President and Chief Executive Officer