

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Robert Half International Inc. doing business through its division Office Team, with an address at 1525 State Street Suite 101, Santa Barbara CA 93101-6510 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein. With respect to CONTRACTOR, this Agreement is applicable only to, and the only CONTRACTOR branch or division obligated under this Agreement is the Office Team division in the Santa Barbara branch.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth; and

**WHEREAS**, CONTRACTOR AND COUNTY wish to enter into this Agreement effective October 6, 2015 through June 30, 2016;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Renee Bischof at phone number 805-696-8963 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jennifer Elmore at phone number 805-882-0049 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

If to COUNTY via Overnight Courier: Santa Barbara County, Office of Elections  
Attention: Renee Bischof  
4440-A Calle Real  
Santa Barbara, CA 93110

If to COUNTY via USPS: Santa Barbara County, Office of Elections  
Attention: Renee Bischof  
PO Box 61510  
Santa Barbara, CA 93160-1510

To CONTRACTOR: Office Team  
Attn: Jennifer Elmore  
1525 State Street Suite 101  
Santa Barbara CA 93101-6510

With a copy to: Robert Half International Inc.  
Attn: Client Contracts Department  
2613 Camino Ramon  
San Ramon, CA 94583-9128

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A and Attachment A1 attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance under this Agreement upon execution of this Agreement by the COUNTY and end performance upon completion, but no later than June 30, 2016 unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it is not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not

contract with a subcontractor to perform services under this Agreement if such subcontractor is so debarred or suspended.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due by CONTRACTOR in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. RESPONSIBILITIES OF COUNTY**

COUNTY shall provide all information to CONTRACTOR that is reasonably necessary for CONTRACTOR to perform the services provided herein. Supervision of CONTRACTOR's temporary employees is COUNTY's responsibility. COUNTY will not permit or require a temporary employee (i) to perform Services outside of the scope of his or her assignment; (ii) to sign contracts or statements, (iii) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or (iv) to operate machinery (other than office machines) or automotive equipment. COUNTY agrees that it will provide safe working conditions. Notwithstanding Section 33 hereof, this Section 11 shall take precedence over any conflicting provisions in the Exhibits.

#### **12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to performance of services by CONTRACTOR's temporary employees under this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold

harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

### **13. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

### **14. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

### **15. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement directly as a result of CONTRACTOR's negligence, willful misconduct, breach of this Agreement, or violation of applicable law, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

### **16. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

### **17. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference

with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **18. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **19. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **20. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments,

if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **21. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **22. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **23. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **24. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

## **25. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **26. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **27. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **28. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR,

whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

### **29. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

### **30. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **31. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **32. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **33. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

### **34. REFERENCE CHECKS**

CONTRACTOR checks references of its assigned temporary employees only by asking specific questions to select past employers with regard to skills and work history before it places an individual on his or her first assignment. CONTRACTOR makes no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose.

### **35. BACKGROUND CHECKS**

To the extent permitted by applicable law, once CONTRACTOR has determined the applicants for the Administrative Assistant, Customer Service Representative, Data Entry Operator, or Office Assistant Lead positions who have met the minimum qualifications and would likely be assigned to COUNTY, CONTRACTOR will have a third party vendor perform a seven-year criminal background investigation for (i) all state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with CONTRACTOR unless COUNTY specifies in writing or by email to a staffing representative of CONTRACTOR that the criminal background check is not required. CONTRACTOR will review the results and will not assign the individual if the results show any convictions or pending

charges as described above. COUNTY will not be provided a copy of the results of the foregoing checks ("Report"). CONTRACTOR will keep the Report confidential other than any disclosures required by law. COUNTY will be billed the actual cost of the background check not-to-exceed \$60.00 per check. CONTRACTOR will send COUNTY a separate invoice for the cost of the foregoing checks. COUNTY agrees to pay such invoice within thirty (30) days of receipt.

**36. CONFIDENTIALITY OF CANDIDATE INFORMATION.**

COUNTY agrees that any resumes and other personally identifiable information relating to CONTRACTOR candidates obtained pursuant to this Agreement are the candidates' confidential information and shall be maintained in strict confidence and in accordance with applicable law.

**37. WAGE DETERMINATION.**

If this assignment is for work to be performed under a government contract or subcontract, COUNTY will notify CONTRACTOR immediately in writing of any obligations in the government contract or subcontract relating to wages and/or benefits, including any applicable job classification and/or occupation codes.



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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Robert Half International Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

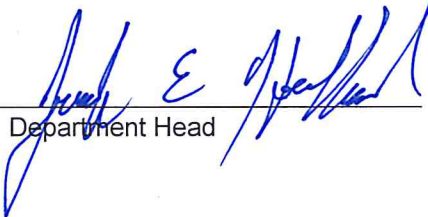
**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

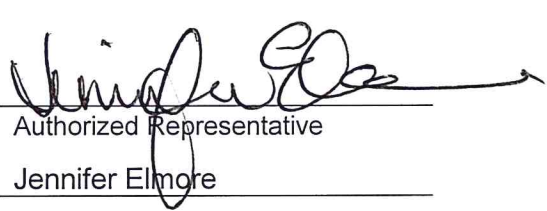
**RECOMMENDED FOR APPROVAL:**

Joseph E. Holland

By:   
Department Head

**CONTRACTOR:**

Robert Half International Inc.<sup>EOE</sup>

By:   
Authorized Representative  
Name: Jennifer Elmore  
Title: Regional Manager

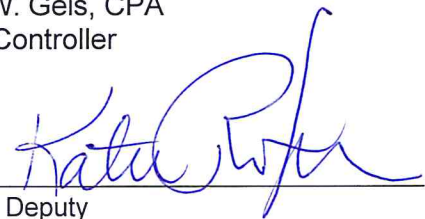
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Robert W. Geis, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

CONTRACTOR shall provide COUNTY with temporary personnel as needed, at the time and place designated by COUNTY for the periods of time designated by COUNTY for conduct of Election related workload.

CONTRACTOR shall administer the employment of the personnel, including recruiting, selecting, and coordinating schedules.

CONTRACTOR shall match the skills and experience levels of its temporary personnel to the specific needs of COUNTY.

CONTRACTOR temporary personnel shall report to their designated supervisor before he/she begins working.

All temporary personnel assigned to COUNTY pursuant to this Agreement shall, for the purposes of this Agreement, be considered employees of CONTRACTOR. CONTRACTOR shall assume sole and exclusive responsibility for the payment of wages to its temporary personnel for services performed by them. CONTRACTOR shall, with respect to said temporary personnel, be responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance and maintaining workers' compensation insurance coverage in an amount and under such terms as required by State law. CONTRACTOR will verify identity and work authority of each employee under the United States immigration laws.

CONTRACTOR is in compliance with all state and federal laws applicable to the employment of temporary personnel assigned to COUNTY.

## Attachment A1

### Description of Classifications for Temporary Personnel

**Administrative Assistant** – Performs secretarial and clerical duties for multiple supervisors. May be responsible for full range of typing, telephone and general clerical duties, such as: setting up and typing business letters, memos, summaries, reports, and scheduling appointments, meetings and travel for one or more people. Excellent spelling, grammar & punctuation knowledge required. Must be proficient in Microsoft WORD and EXCEL.

**Customer Service Representative** – Assists customers in person and over the phone with general inquiries and request for information. Perform a variety of basic clerical duties. Accurate message taking, good communication and human relations skills required.

**Data Entry Operator** – Performs data entry from various forms into proprietary software system. Must be detail oriented and proficient in keying a minimum of 45 words per minute.

**General Clerk** – Performs a variety of basic clerical duties that do not require special knowledge of systems and procedures. Among these duties are photocopying, stuffing and addressing envelopes, filing, sorting and distribution of mail, counting, recording and labeling inventory and messenger duties.

**Warehouse Clerk** – Performs a variety of warehouse functions such as inventory, packing supplies for distribution, loading & unloading of trucks, delivery of equipment and supplies to branch offices (not as a driver), and moving of light furniture such as tables and chairs. Notwithstanding anything to the contrary in the Agreement, in no event shall CONTRACTOR's temporary employees be required or permitted to lift in excess of 50 lbs.

**Office Assistant Lead** – Acts as a lead to other Customer Service Representatives, Data Entry Operators, General Clerks, and Warehouse Clerks. Under supervision of COUNTY staff, provides backup support to the permanent staff member assigned to oversee the assigned area with both training and answering complex questions. Previous supervision or lead staff experience preferred.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$450,000 for the period October 6, 2015 through June 30, 2016. CONTRACTOR shall have no obligation to continue performance once the \$450,000 limitation has been attained.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's performance of hourly services on a time and materials basis, based upon the scope and methodology contained in **EXHIBIT A and A1** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A and A1**.
- C. Weekly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. CONTRACTOR's employees will present a time sheet or electronic time record to COUNTY for COUNTY's verification and approval at the end of each week, and COUNTY will be invoiced weekly for the total hours worked. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the invoice and if found to be accurate and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay undisputed invoices or claims within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such billings or seek any other legal remedy.

**Attachment B1**

**Schedule of Fees**

**BILLING RATES**

**Effective Date of Agreement through June 30, 2016**

<b>Positions/Classifications</b>	<b>Maximum Hourly Bill Rate</b>
Administrative Assistant	\$22.95
Customer Service Representative	\$16.83
Data Entry Operator	\$16.83
General Clerk	\$16.83
Warehouse Clerk	\$16.83
Office Assistant Lead	\$20.55

**County Referrals:** Notwithstanding the schedule of maximum hourly bill rates listed above, for any former COUNTY extra help employees referred by the Elections Division who are referred by COUNTY to CONTRACTOR and then assigned as a temporary worker under any classification to work on COUNTY's elections related workload, the hourly bill rate for such an individual's services shall be \$18.55 per hour, and the hourly pay rate to those temporary employees shall be \$14.63 per hour.

**Hours of Work:**

**Straight-Time** – Straight-time hours of work include Mondays through Fridays from 8:00 a.m. to 5:00 p.m. for all positions. Work hours may vary (weekends, after hours, etc.)

**Overtime** – Overtime will be billed any time an employee works more than eight (8) hours in one workday, anytime an employee works more than forty (40) hours in one workweek, or on the first eight hours worked by an employee on the seventh consecutive day of work in a workweek. Overtime will be calculated at one-and-one-half (1-1/2) the regular hourly bill rate for an employee. Overtime is not to be "pyramided." When calculating the amount to be paid to an employee for any hour of overtime work, overtime compensation rates shall not be combined so that overtime is billed twice for the same hours under two different provisions. For example, if an employee works more than eight (8) hours in one day and therefore more than forty (40) hours that workweek, overtime for those hours will only be billed once.

**Double-Time** – Double-time will be billed any time an employee works more than twelve (12) hours in one workday or for all hours worked in excess of eight on the seventh consecutive day of work in a workweek. Double-time will be calculated at twice the regular hourly bill rate for an employee.

**Duty-Time** – COUNTY will pay the bill rate per hour for only the specified hours personnel are on the job.

**Holidays** – Hours worked on Holidays are billed at one-and-one-half (1-1/2) the regular hourly rate. Overtime hours worked during a holiday will be billed at one-and-one-half (1-1/2) the holiday rate. CONTRACTOR recognizes the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**Client Cancellations** – COUNTY cancellations less than (2) two hours prior to the start time will result in a (2) two hour billing to COUNTY. If the employee arrives at the COUNTY site the billing will be for (4) four hours. In the event an employee is requested initially to work a full day and is released before (4) four hours, due to circumstances other than quality of work performance, COUNTY shall be billed for (4) four hours.

**Rejection of Workers** – COUNTY reserves the right to reject any temporary personnel offered upon notice to CONTRACTOR. In the event a temporary employee fails to meet the quality of work performance required, the temporary employee will be dismissed. CONTRACTOR will be notified within (4) four hours and no charges shall be assessed for the last four hours reported for/by that employee.

**Hiring CONTRACTOR's Personnel** – COUNTY will not be responsible for any fees or penalties associated with the appointment of a temporary employee to a COUNTY position.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement, including the acts, errors or omissions of any person and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation does not apply to COUNTY's negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement 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 and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

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

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR 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 CONTRACTOR's insurance

at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **[Intentionally deleted]**.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement, upon COUNTY's request.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to request modification to these requirements pursuant to an amendment signed by both parties, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to review any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.