

Attachment D

Second Amendment to the
Agreement for Services of Independent Contractor
with Robert Half International Inc.

**SECOND AMENDMENT TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

between

COUNTY OF SANTA BARBARA

and

ROBERT HALF INTERNATIONAL INC. dba OFFICE TEAM

For FY 2023-24

THIS IS THE SECOND AMENDMENT (hereafter "Amendment") to the Agreement for Services of Independent Contractor 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** (hereafter CONTRACTOR), having an office located at 1525 State Street, Suite 101, Santa Barbara, CA 93101-6510, which was effective July 1, 2021 (Agreement) and was subsequently amended.

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional year through June 30, 2024; and

WHEREAS, the parties desire to amend the Agreement to update the County Designated Representative; and

WHEREAS, the parties desire to amend the Agreement to update the Schedule of Fees;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

AMENDMENT:

THE AGREEMENT FOR SERVICES IS AMENDED AS FOLLOWS:

1. The fourth paragraph of the Agreement is replaced with the following:

WHEREAS, CONTRACTOR AND COUNTY wish to enter into this Agreement effective July 1, 2021 through June 30, 2024;

2. **Section 1 Designated Representative**, is replaced with the following:

Section 2 DESIGNATED REPRESENTATIVE. Michael Daly at phone number 805-696-8963 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Alexandra Von Tiergarten 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.

3. **Section 2 Notices**, is replaced with the following:

Section 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: Michael Daly
4440-A Calle Real
Santa Barbara, CA 93110

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

To CONTRACTOR: Office Team
Attn: Alexandra Von Tiergarten
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.

4. **Section 4 Term**, is replaced with the following:

Section 4 TERM. CONTRACTOR shall commence performance under this Agreement on July 1, 2021 and end performance upon completion, but no later than June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated.

5. **Exhibit B and Attachment B-1 are amended as herein attached, for County Fiscal Year 2023-24.**

ALL OTHER TERMS REMAIN IN FULL FORCE AND EFFECT.

Second Amendment to Agreement between the **County of Santa Barbara** and **Robert Half International Inc. doing business through its division Office Team.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement, to be effective on July 1, 2023.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 6-6-23

RECOMMENDED FOR APPROVAL:

Joseph E. Holland

By: Joseph E. Holland
Department Head

CONTRACTOR:

Robert Half International Inc.^{EOE}

By: 
Authorized Representative

Name: Alexandra Von Tiergarten

Title: Regional Vice President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Anne Rierson
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: Robert W. Guis
Deputy

APPROVED AS TO FORM:

Risk Management

By: Greg Milligan
Risk Management

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 \$750,000 for the period July 1, 2023 through June 30, 2024. CONTRACTOR shall have no obligation to continue performance once the \$750,000 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 for the service performed over the period specified. These invoices 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 July 1, 2023 through June 30, 2024

Positions/Classifications	Maximum Hourly Bill Rate
Administrative Assistant	\$32.00
Customer Service Representative	\$29.60
Data Entry Operator	\$27.20
General Clerk	\$27.20
Warehouse Clerk	\$27.20
Office Assistant Lead	\$32.00

The maximum hourly bill rates include a flat 60% markup.

Notwithstanding the above rates, the Administrative Assistant and Office Assistant Lead positions' pay rate shall match the COUNTY's Extra Help Administrative Office Professional I Step A rate or be at least one dollar over the Customer Service Representative hourly pay rate, whichever is greater.

County Referrals: Notwithstanding the schedule of maximum hourly bill rates listed above, for any former COUNTY extra help employees 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 pay rate for such an individual's services shall match the COUNTY's Extra Help Administrative Office Professional I Step A rate, or the Administrative Assistant rate at the discretion of COUNTY, with a markup of 50%.

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.