

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

between

**COUNTY OF SANTA BARBARA**

and

**ROBERT HALF INTERNATIONAL INC. dba OFFICE TEAM**

**For FY 2015-16 (BC16122)**

**THIS FIRST 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.

**WHEREAS**, the parties desire to amend the Agreement to update background check procedures; and

**WHEREAS**, this Amendment incorporates the terms and conditions set forth in the original Agreement approved by the Board of Supervisors on October 6, 2015; and

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

1. **SECTION 35 OF THE AGREEMENT IS REPLACED WITH THE FOLLOWING:**

**SECTION 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 KwikScreen search 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 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 \$15.00 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.

2. All other terms of the Agreement remain in full force and effect.

First Amendment to Agreement for Professional Services between the **County of Santa Barbara** and **Robert Half International Inc., doing business through its division Office Team.**

**IN WITNESS WHEREOF**, this Amendment has been executed by parties hereto and is effective May 3, 2016.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

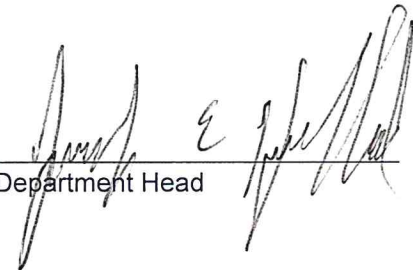
**COUNTY OF SANTA BARBARA:**

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

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

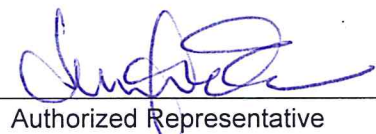
**RECOMMENDED FOR APPROVAL:**

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

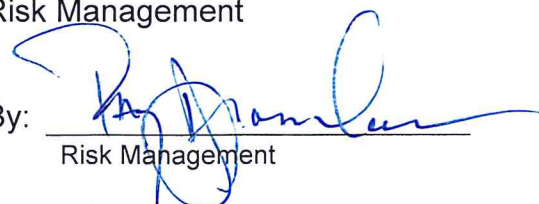
**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management