

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

between

**COUNTY OF SANTA BARBARA**

and

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

**For FY 2016-17**

**THIS THIRD 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 increase the not to exceed amount from \$450,000 to \$550,000 and update the Schedule of Fees; and

**WHEREAS**, this Third Amendment incorporates the terms and conditions set forth in the original contract approved by the Board 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:

**AMENDMENT:**

**THE AGREEMENT FOR SERVICES IS AMENDED AS FOLLOWS:**

1. **Exhibit B and Attachment B-1 are amended as herein attached, for County Fiscal Year 2016-17.** The total amount paid pursuant to this Agreement shall not exceed a maximum amount of \$550,000 for the term of July 19, 2016 through June 30, 2017.

Third 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 Third Amendment to the Agreement, to be effective on July 19, 2016.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

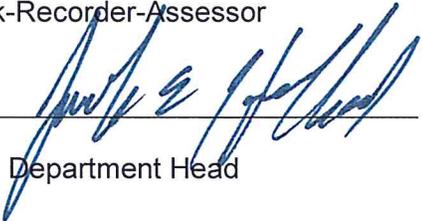
**COUNTY OF SANTA BARBARA:**

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

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

**RECOMMENDED FOR APPROVAL:**

Clerk-Recorder-Assessor

By:   
Department Head

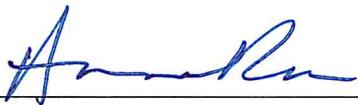
**CONTRACTOR:**

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

By: \_\_\_\_\_  
Jennifer Ellmore, Authorized Representative

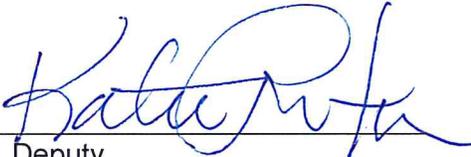
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

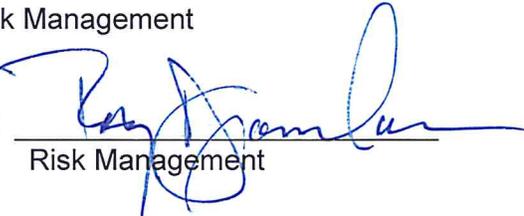
**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

**Third 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 Third Amendment to the Agreement, to be effective on July 19, 2016.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

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

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

**RECOMMENDED FOR APPROVAL:**  
Clerk-Recorder-Assessor

By: \_\_\_\_\_  
Department Head

**CONTRACTOR:**

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

By:   
Jennifer Elmore, Authorized Representative

**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

## 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 \$550,000 for the period July 19, 2016 through June 30, 2017. CONTRACTOR shall have no obligation to continue performance once the \$550,000 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 July 19, 2016 through June 30, 2017

Positions/Classifications	Maximum Hourly Bill Rate
Administrative Assistant	\$24.35
Customer Service Representative	\$21.60
Data Entry Operator	\$19.20
General Clerk	\$19.20
Warehouse Clerk	\$19.20
Office Assistant Lead	\$24.35

The maximum hourly bill rates shown above include a flat 60% markup above the hourly pay rate. The Administrative Assistant and Office Assistant Lead positions' pay rate shall match the COUNTY's Administrative Office Professional I Step A rate. As of June 1, 2016 the Administrative Office Professional I Step A rate was \$15.22 hourly.

**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 match the COUNTY's Administrative Office Professional I Step A rate with a markup of 50%. As of June 1, 2016 the Administrative Office Professional I Step A rate was \$15.22 hourly.

#### 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.