

**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 2020-21

THIS FIRST AMENDMENT (hereafter "Amendment") to the Agreement for Services of Independent Contractor 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** (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 the total contract not-to-exceed amount and list of positions; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the original contract approved by the Board on June 2, 2020; 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 2020-21.**

ALL OTHER TERMS REMAIN IN FULL FORCE AND EFFECT.

First 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 First Amendment to the Agreement, to be effective on the date signed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shela Maguera*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Jean Hartman* for
Chair, Board of Supervisors
Date: 2-9-21

RECOMMENDED FOR APPROVAL:

Joseph E. Holland

By: DocuSigned by:
Joseph E. Holland
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Department Head

CONTRACTOR:

Robert Half International Inc.^{EOE}

By: DocuSigned by:
Alexandra Von Tiergarten
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Authorized Representative

Name: Alexandra Von Tiergarten
Title: Regional Vice President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: DocuSigned by:
Anne Rierson
67B285491868426...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: DocuSigned by:
C. Schaffer
A99ED5BD71D04FB...
Deputy

APPROVED AS TO FORM:

Risk Management

By: DocuSigned by:
Ray Anomatorio
13DB8926E16F47F...
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, 2020 through June 30, 2021. 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, 2020 through December 31, 2020**

Positions/Classifications	Maximum Hourly Bill Rate
Administrative Assistant	\$28.00
Customer Service Representative	\$26.40
Data Entry Operator	\$24.00
General Clerk	\$24.00
Warehouse Clerk	\$24.00
Office Assistant Lead	\$28.00
Polling Place Check-In Clerk	\$28.00
Polling Place Lead	\$38.40

Effective January 1, 2021 through June 30, 2021

Positions/Classifications	Maximum Hourly Bill Rate
Administrative Assistant	\$29.60
Customer Service Representative	\$28.00
Data Entry Operator	\$25.60
General Clerk	\$25.60
Warehouse Clerk	\$25.60
Office Assistant Lead	\$29.60
Polling Place Check-In Clerk	\$28.00
Polling Place Lead	\$38.40

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.