

## COUNTY OF MONTEREY AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Robert Half, Inc., doing business through its administrative & customer support practice group of the branch office located in Monterey, CA

\_\_\_\_\_ ,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** temporary staffing services to County. Contractor's employees assigned to County shall be referred to herein as "CONTRACTOR workers".

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 200,000 (the "Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this Agreement, Contractor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained.

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from December 18, 2023 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County and CONTRACTOR reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

~~**Exhibit B Other:**~~

## 5.0 PERFORMANCE STANDARDS:

- 501 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing the temporary staffing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the temporary staffing services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 502 CONTRACTOR, its agents, employees, and subcontractors shall perform all temporary staffing services in a safe and skillful manner consistent with staffing industry standards and in compliance with all applicable laws and regulations.
- 503 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 601 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 602 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 603 Invoice amounts shall be billed directly to the ordering department.
- 604 CONTRACTOR shall submit such invoice as specified in Exhibit A. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 701 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees (the "Indemnitees"), from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of, or connected with, the CONTRACTOR's (including Contractor's officers, employees, agents and subcontractor's) negligence or willful misconduct in performance of the Agreement. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR shall not be liable for, or have any duty of defense or indemnification with respect to any acts or omissions of the Indemnitees,

## 9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein as been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the unless otherwise directed. The Contractor shall not under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any cancellation. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement. Confidential Information shall not include (1) information that is in the public domain; (2) information that was known to the receiving party before receipt of the information from the disclosing party; (3) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality and (4) this Agreement and any amendments. In addition, no party shall be in violation of this Agreement if required to disclose such information by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement. County agrees to hold in confidence the identity of any CONTRACTOR Worker and the CONTRACTOR Worker's resume, social security number and other legally protected personal information, and County agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement. This audit provision shall not apply to confidential

information, including but not limited to, CONTRACTOR's CONTRACTOR worker's personnel files or the remuneration paid by CONTRACTOR to its CONTRACTOR workers and subcontractors.

- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by CONTRACTOR Workers in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

#### 11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

#### 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

#### 13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that

conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.


14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all taxes applicable to CONTRACTOR, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.


15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

For County:

 1/12/2024

Name and Title: Susan E. Chapman, Public Defender

 1/12/2024

Address: 168 W. Alisal St., Second Floor, Salinas, CA 93901

Phone Number: (831)755-5058

For Contractor:

Name and Title: Ireneo Mondoza

Address: 4 Lower Ragsdale Dr., Suite 101, Monterey, CA 93940

Phone Number: 650-638-8319

With a copy to: Robert Half Inc., Attn Client Contracts Dept., 2613 Camino Ramon, San Ramon, CA 94583

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 16.17 **Additional Terms:** This Agreement is only applicable to, and the only Robert Half Inc. branch and practice group(s) obligated under this Agreement are, the administrative & customer support and finance & accounting contract talent practice groups of the branch office located in Monterey, CA. COUNTY shall supervise CONTRACTOR workers providing services to COUNTY. COUNTY shall not permit or require CONTRACTOR workers (i) to perform services outside of the scope of CONTRACTOR worker's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by CONTRACTOR worker; (vii) to operate machinery (other than office machines) or automotive equipment. COUNTY may request that CONTRACTOR permit its CONTRACTOR workers to provide services to COUNTY remotely (i.e., from a location other than COUNTY's offices) using COUNTY's or CONTRACTOR's laptop and/or other computer or telecommunications equipment (the "Equipment"). COUNTY acknowledges and agrees that CONTRACTOR shall have no control over, and COUNTY shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the CONTRACTOR worker, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, COUNTY must not require CONTRACTOR worker to save or store any of COUNTY's files or other data on the Computer Systems provided by CONTRACTOR (including, but not limited to, any virtual desktop infrastructure solution). COUNTY agrees that CONTRACTOR shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems. Since CONTRACTOR is not a professional accounting firm, COUNTY agrees that COUNTY will not permit or require CONTRACTOR worker (a) to render an opinion on behalf of CONTRACTOR or on COUNTY's behalf regarding financial statements; (b) to sign the name of CONTRACTOR on any document; or (c) to sign their own names on financial statements or tax returns. It is understood that COUNTY has full

responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to COUNTY's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, CONTRACTOR workers working on COUNTY's premises.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: DocuSigned by:  
Debra R. Wilson  
7B741937AA0B41B...  
Contracts/Purchasing Officer  
Date: 1/9/2024

By: DocuSigned by:  
Susan Chapman  
2D93C493440B4C5...  
Department Head (if applicable)  
Date: 1/9/2024

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By: DocuSigned by:  
Susan L. Blitch  
50C628807ED18A...  
County Counsel  
Date: 1/8/2024

Approved as to Fiscal Provisions

By: DocuSigned by:  
Bunou Mousa  
831C233563B0474...  
Auditor/Controller  
Date: 1/9/2024

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

**CONTRACTOR**

Robert Half Inc.<sup>EOE</sup>  
Contractor/Business Name \*  
By: DocuSigned by:  
[Signature]  
5FAF3173DB4C4C1...  
(Signature of Chair, President, or Vice-President)  
Ireneo Mendoza Regional Vice President  
Name and Title  
Date: 1/8/2024

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## EXHIBIT A

To the Agreement by and between  
the County of Monterey, on behalf of the Office of the Public Defender (“COUNTY”)  
and  
Robert Half, Inc. (“CONTRACTOR”)

### Scope of Services / Payment Provisions

#### A SCOPE OF SERVICES

A.1 CONTRACTOR shall provide temporary staffing services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below specifically for the COUNTY:

A.1.1 CONTRACTOR will assign a qualified skilled worker (hereinafter, a CONTRACTOR’s worker shall be referred to as “CONTRACTOR Worker”) to COUNTY on a temporary basis. For each assignment of a CONTRACTOR worker, CONTRACTOR will send COUNTY a writing with the CONTRACTOR worker’s name, role, hourly rate, and start date. CONTRACTOR acknowledges that CONTRACTOR Worker assigned to COUNTY is an employee of CONTRACTOR. Nothing in this AGREEMENT shall create an employer and employee relationship between CONTRACTOR employees and COUNTY. If COUNTY requires CONTRACTOR to perform background checks or other placement screenings of CONTRACTOR Workers, COUNTY agrees to notify CONTRACTOR prior to the start of services under this Agreement. CONTRACTOR will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If COUNTY requests a copy of the results of any checks conducted on CONTRACTOR's CONTRACTOR Workers, COUNTY agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

#### A.2 CONTRACTOR REPORTING REQUIREMENT FOR THE COUNTY

A.2.1 CONTRACTOR shall provide the required reports to the following:

A.2.1.1 The Office of the Public Defender.

A.2.1.2 The County of Monterey Director of Human Resources located at 168 West Alisal Street, 3<sup>rd</sup> Floor, Salinas, CA 93901

A.2.3 CONTRACTOR shall comply with Section 10: Records and Confidentiality of the Agreement..

Robert Half, Inc.  
Agreement

Term: December 18, 2023 - July 31, 2025

NTE: \$200,000

A.2.4 Upon designating a CONTRACTOR Worker reporting to provide services to the County, the CONTRACTOR shall provide County a minimum of two electronic copies of a report. The report shall be in an Excel spreadsheet format and shall include the following:

- A.2.4.1 Name of each assigned CONTRACTOR Worker
- A.2.4.2 Last four digits of the employee's Social Security Number
- A.2.4.3 Current Job Classification
- A.2.4.4 Department Unit of the current assignment
- A.2.4.5 Start date of current assignment
- A.2.4.6 Bill Rate
- A.2.4.7 Pay Rate

A.2.5 CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10<sup>th</sup> of each month. The report shall be in an Excel spreadsheet format and shall include the following:

- A.2.5.1 Name of each assigned CONTRACTOR Worker
- A.2.5.2 Last four digits of the employee's Social Security Number
- A.2.5.3 Current Job Classification
- A.2.5.4 Department Unit of the current assignment
- A.2.5.5 Start date of current assignment
- A.2.5.6 Hours worked by employee in the report month
- A.2.5.7 Cumulative hours worked for County by employee for the applicable fiscal year
- A.2.5.8 Bill Rate
- A.2.5.9 Pay Rate

**A.3 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)**

A.3.1 CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

A.3.2 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

A.3.3 The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.

Robert Half, Inc.

Agreement

Term: December 18, 2023 - July 31, 2025

NTE: \$200,000

- A.3.4 The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
- A.3.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR Worker with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
- A.3.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
- A.3.7 Subject to any applicable limitations of law, at CONTRACTOR's expense as described herein, CONTRACTOR agrees to indemnify, defend and hold harmless the County of Monterey from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against the County of Monterey, its employees, or its purported agents or independent contractors as a result of any finding, order, judgment or other ruling that any of CONTRACTOR's employees or agents is a retired annuitant or common law employee for periods during which services were performed under this Agreement.

#### **A.4 TEMPORARY EMPLOYMENT ASSIGNMENT**

- A.4.1 CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR Worker for all assignments with the County. CONTRACTOR shall notify County when an individual CONTRACTOR Worker's hours working for the County are approaching 650 hours in a fiscal year (7/1-6/30).
- A.4.2 CONTRACTOR shall notify the following:
- 2.5.2.1 The Office of the Public Defender
  - 2.5.2.2 The County Director of Human Resources
- A.4.3 A CONTRACTOR Worker shall not be assigned to work at the County for more than **720** hours in a fiscal year.
- A.4.4 County shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

#### **B PRICING AND BILLING**

Robert Half, Inc.  
Agreement  
Term: December 18, 2023 - July 31, 2025  
NTE: \$200,000

B.1 It is mutually understood and agreed by both parties that the hourly pay rate for the CONTRACTORS Worker for this agreement shall be at one of the steps in the following range:

\$48.792 \$51.476 \$54.307 \$57.293 \$60.444 \$63.467 \$66.640

B.2 The pay rate will be in place for the initial term of this Agreement.

B.3 Both parties shall agree upon rate increases or rate changes in writing by County Amendment. Rate changes shall not be binding unless mutually agreed upon by both County and CONTRACTOR.

B.4 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

B.5 Travel/Mileage

B.5.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

B.5.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>

B.5.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

B.5.3 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

## C INVOICES AND PURCHASE ORDERS

C.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Office of the Public Defender, County of Monterey, 168 West Alisal, 2<sup>nd</sup> Floor, Salinas, CA 93901.

C.2 CONTRACTOR shall submit such invoices weekly, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other

Robert Half, Inc.

Agreement

Term: December 18, 2023 - July 31, 2025

NTE: \$200,000

amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. CONTRACTOR Worker will present a time sheet or an electronic time record to COUNTY for verification and approval at the end of each week. CONTRACTOR will bill COUNTY weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

- C.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- C.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.
- C.5 In the event COUNTY wishes to convert any of CONTRACTOR's CONTRACTOR Workers, COUNTY agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal 30% of the CONTRACTOR Worker's aggregate annual compensation, including bonuses. COUNTY agrees to pay a conversion fee if CONTRACTOR's CONTRACTOR Worker is hired by an affiliate or other related business entity as a result of COUNTY's subsequent referral of the CONTRACTOR Worker or one of COUNTY's customers as a result of CONTRACTOR Worker providing services to that customer. The conversion fee is payable if COUNTY hires the CONTRACTOR Worker, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if COUNTY converts CONTRACTOR's CONTRACTOR Worker on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.

## **D PERFORMANCE STANDARDS**

- D.1 Independent Contractor: CONTRACTOR and CONTRACTOR Workers shall be independent contractors and shall not be employees of Monterey County, nor immediate family of an employee of County. CONTRACTOR and CONTRACTOR Workers shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR and CONTRACTOR Workers shall not be entitled to any employee benefits.
- D.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the

Robert Half, Inc.  
Agreement  
Term: December 18, 2023 - July 31, 2025  
NTE: \$200,000

original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

D.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

D.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

**E CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

**F COMPLIANCE WITH APPLICABLE LAWS**

F.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

F.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

F.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**G FORCE MAJEURE**

Robert Half, Inc.  
Agreement  
Term: December 18, 2023 - July 31, 2025  
NTE: \$200,000

- G.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- G.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- G.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## **H GUARANTEE**

CONTRACTOR guarantees COUNTY's satisfaction with CONTRACTOR's CONTRACTOR Worker's services by extending to COUNTY an eight (8) hour guarantee period. If, for any reason, COUNTY is dissatisfied with the CONTRACTOR Worker assigned to COUNTY, CONTRACTOR will not charge for the first eight (8) hours worked, provided CONTRACTOR is allowed to replace the CONTRACTOR Worker. Unless COUNTY contacts CONTRACTOR before the end of the guarantee period, COUNTY agrees that CONTRACTOR's CONTRACTOR Worker is satisfactory for purposes of this guarantee.

Robert Half, Inc.  
Agreement  
Term: December 18, 2023 - July 31, 2025  
NTE: \$200,000