

ROBERT HALF STATEMENT OF WORK

This Robert Half Statement of Work RH ("SOW"), effective as of the last date of execution below, is entered into by and between Consolidated Fire Agencies ("CONFIRE" or "Client") and Robert Half Inc., through its technology full-time engagement professional group ("RH").

1. **Scope of Engagement.** RH will assign one or more individual(s) to Client to assist Client with its completion of the following:

Network engineering.

2. **Professionals.** RH will assign the following individual(s) (each a "Professional") to Client for this engagement:

Name of Professional	Hourly Bill Rate	Estimated Start Date	Estimated End Date
Statney Lattin	\$ 145.38	2/1/26	4-6 months

3. **Contact Information.**

Client Representative	RH Representative
Name: Blessing Ugbo	Name: Nick Choi
E-mail: bugbo@confire.org	E-Mail: nick.choi@roberthalf.com
Phone: 951-454-6633	Phone: 949-371-6755
Address: 3288 Adler Ave., Rialto, CA 92377	Address: 3633 Inland Empire Blvd, Suite 525, Ontario, CA 91764

4. **Termination.** Either party may terminate this SOW at any time upon thirty (30) days' prior written notice to the other party.

5. **General Conditions of Engagement.** RH assigns the Professional(s) to Client pursuant to the General Conditions of Engagement attached hereto as Exhibit A and incorporated herein by reference.

Agreed to:
Consolidated Fire Agencies

By _____
Authorized signature

Name (type or print):

Date:

Agreed to:
Robert Half Inc.

By _____
Authorized signature

Name (type or print):

Date:

After signing, please return a copy of this Agreement to the RH "Branch address" shown above.

Exhibit A

General Conditions of Engagement

Pre- Assignment Screenings.

To the extent permitted by applicable law, RH will have a third party vendor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation at the county level for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where Professional has resided or worked in the U.S. in the last seven years (based on information revealed by the results of a Social Security Number verification conducted by, and information provided by Professional directly to, the third party vendor); however, for any county where such criminal background investigation is impracticable, unavailable or would result in a delay of assignment (as determined by RH in consultation with the third party vendor), the third party vendor may instead complete a seven-year statewide criminal background investigation in the state where such county is located, if available, for the same convictions and pending charges; (c) perform a seven-year criminal background investigation by having the third party search its private database of U.S. national criminal records for felony convictions and misdemeanor convictions for crimes of dishonesty or violence and to verify that Professional does not appear on select global terrorist and sanctions watch lists. Client understands and agrees that the third party vendor's database of U.S. national criminal records (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions; and (d) perform a seven-panel urine drug screen on Professional, unless Professional or the placement is located in a jurisdiction where such drug screen is restricted, in which case RH will limit the drug screen scope and adjudication to the extent legally allowed. Client represents and warrants that any drug screens requested by Client are permitted by law and that Client will maintain and act on the results in accordance with applicable law. RH will review the information revealed by these checks and determine Professional's eligibility for jobs in accordance with applicable law. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, Client acknowledges that the checks will not be completed for Professional in time for Professional's start date due to such delays or unavailability of sources. Client will permit Professional to start an assignment with Client on the start date while attempting to complete the checks. Client will hold RH harmless for any liability for having Professional start prior to the completion of the checks. If Client requests a copy of the results of any checks conducted on Professionals, Client agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Client's Responsibility.

Client shall supervise the Professionals. Client will not permit or require a Professional (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; or (iv) to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by the Professional.

Cash Handling and Other Financial Transactions and Activities.

Since RH is not a professional accounting firm, Client agrees it will not permit or require the Professionals (a) to render an opinion on behalf of RH or on Client's behalf regarding financial statements, (b) to sign the name of RH on any document or (c) to sign their own names on financial statements or tax returns. If Client permits or allows a Professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, Client accepts sole responsibility for all claims, demands and liability that may arise from permitting these activities. Client represents and warrants that to the extent Client permits or allows a Professional to engage in the activities described in this paragraph, Client will not permit or allow the Professional to handle more than (i) \$1,000 per day if Client is a non-profit entity, or (ii) \$25,000 per day if Client is a for-profit entity.

Workplace Safety.

Client agrees that Client 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 Client's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Professionals working on Client premises. To ensure the safety of potentially vulnerable individuals on Client premises, Client agrees not to permit Professionals to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under Client's care, custody or supervision because of mental health impairments. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, Client will notify RH immediately (x) of any obligations in the government contract or subcontract relating to wages, and (y) if RH is legally required to initiate E-Verify verification procedures for any Professionals. RH reserves the right to re-assign any Professionals.

Operation of Vehicles and Equipment.

RH does not authorize a Professional to operate machinery (other than office machines) or vehicles. If Client wishes to permit a Professional to drive for business purposes, Client accepts sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If Client requires a Professional to drive a vehicle owned by Client or by a Client employee, Client agrees to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will Client permit a Professional to: (i) make bank deposits; (ii) carry cash in excess of \$100, negotiable instruments or other valuables while driving; or (iii) have passengers in the vehicle. It is agreed that Client accepts full responsibility for, and that RH does not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.

Remote Work.

Client may request that a Professional provide services to Client remotely (i.e., from a location other than Client's or Client's customer's premises) using a laptop and/or other computer or telecommunications equipment provided by Client or RH (collectively, the "Equipment"). In such case, Client acknowledges and agree that RH shall have no control over, and you shall be solely responsible for, (i) the logical or physical performance, reliability or security of the Equipment and related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security and integrity of, and for backing up the data and other information stored therein or transmitted thereby. Moreover, Client must not permit a Professional to save or store any Client files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). Client agrees that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

Claims.

Client hereby agree to waive all claims against Robert Half Inc. and its subsidiaries, divisions and affiliates, including their respective employees, officers and directors (individually and together, "Robert Half") and to defend and indemnify Robert Half against any claim, demand or liability arising from your failure to comply with the terms of this Agreement, including, but not limited to, claims arising from any damage to goods, materials or other items. Client agrees that it is responsible for reporting any claim to RH in writing during or within ninety (90) days after the termination of the applicable assignment. RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless Client has reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

Confidentiality.

Professionals will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Professional's signature. Client agrees to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Limitation on Liability.

Circumstances may arise where, because of a default on RH's part or other liability, Client is entitled to recover damages from RH. Regardless of the basis on which Client is entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation or other contract or tort claim), RH's liability, if any, will, in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the services that are the subject of the claim. Under no circumstances is RH liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Client agrees that it is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for Client's company. Client agrees that it is fully responsible for, and that RH will not be responsible for, any injuries, claims, damages or losses that may result from Client's failure to comply with the foregoing.

Employment Taxes, Withholdings and Insurance.

Each party will maintain workers' compensation insurance and commercial liability insurance. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals. RH reserves the right to re-assign any Professional.

Guarantee.

RH guarantees Client's satisfaction with the services of each Professional by extending to Client a forty (40) hours guarantee period. If, for any reason, Client is dissatisfied with a Professional, RH will not charge for the first forty (40) hours worked, provided that Client allows RH to replace the Professional and Client contacts RH regarding its dissatisfaction before the end of this guarantee period. Unless Client contacts RH before the end of this guarantee period, Client agrees that the Professional is satisfactory. RH MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Services Provided on a Time and Materials Basis.

Notwithstanding any language to the contrary in this SOW with regard to fixed-price, deliverables or acceptance of deliverables, RH shall be compensated on an hourly basis only. RH is not providing deliverables under this SOW. If, for any reason, any Professional is unable to complete his or her assignment, RH will endeavor to provide a suitable replacement, subject to Client's approval. If RH is unable to identify a replacement acceptable to Client, this SOW will be deemed to have automatically ended with respect to such Professional, except that Client shall remain liable to RH for services provided by such Professional prior to his/her termination.

Payment Terms.

Each Professional will present a time sheet or an electronic time record to Client's or Client's representative for verification and approval at the end of each week. RH will bill Client weekly for the total hours worked. RH's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by Client. In the event that Client fails to pay the invoices when due, Client agrees to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. RH may also increase its rates for the services provided under this SOW to reflect increases in RH's own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. RH will provide written or verbal notice of the technology fees and/or increase in rates, and such increase will be prospective, starting as of the effective date RH specifies.

Expenses.

Travel and/or out-of-pocket expenses incurred by a Professional shall be reimbursed by Client immediately upon Client's receipt of invoice.

Hiring the Professional.

Individuals assigned under this SOW are full-time employees of RH. Client agrees to seek RH's permission before Client hires any Professional, if permitted by applicable law. If Client hires RH's employee, Client agrees to give RH prompt notice. Client also agrees to pay a conversion fee. The conversion fee is payable if Client, a subsidiary, or other related company or business hires or engages any Professional, whether directly or indirectly, and regardless of the employment classification, on either a full-time, part-time, temporary (including temporary assignments through another agency) or consulting basis, within twelve (12) months after the last day of the Professional's services to Client. The conversion fee will be owed and invoiced upon Client's hiring of the Professional, and payment is due upon receipt of the invoice. The conversion fee will be equal to a percentage of the Professional's anticipated aggregate annual compensation, including bonuses, based on the length of assignment:

Billed and Paid Hours	Fee
0 – 172	25%
173 – 350	22%
351 – 520	18%
521 – 690	15%
691 +	0%

Miscellaneous.

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from Client (such as a purchase order) are void. Any terms of this SOW which by their nature extend beyond the termination of this SOW will remain in effect until fulfilled, including any payment obligations, and apply to each party's respective successors and assignees. This SOW is the complete agreement regarding the engagement(s) identified on the first page of this SOW, and replaces any prior oral or written communications between RH and Client regarding such engagement(s). Any additional or different terms proposed by Client, including terms within a purchase order, shall not be binding to modify this SOW.