



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LOS ALTOS, CALIFORNIA
AND
ROBERT HALF INTERNATIONAL INC.
FOR
TEMPORARY ACCOUNTING SERVICES**

THIS AGREEMENT is made and entered into as of 10/2/2020, by and between the CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as “**CITY**,” and Robert Half International Inc., through its divisions Accountemps and Robert Half Management Resources, a temporary staffing augmentation service agency, hereinafter referred to as “**AGENCY**.”

RECITALS

WHEREAS, CITY desires to retain a qualified temporary staffing agency to provide temporary staffing augmentation services by providing AGENCY temporary staff to perform interim account services during the term of the Agreement; and

WHEREAS, CITY has determined that AGENCY possesses the skills, experience and certifications required to provide the services required by the CITY; and

WHEREAS, AGENCY is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, CITY desires to retain AGENCY to provide temporary staffing augmentation services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

1. SCOPE OF SERVICES.

A. AGENCY. AGENCY shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with requirements provided by the City Manager, or designee. Services will include, but not be limited to, the items noted in AGENCY’s statement of work attached hereto and incorporated herein as Exhibit A. CITY’s signature on any AGENCY weekly time sheet shall confirm that AGENCY’s services were satisfactory for that week.

B. CITY’S RESPONSIBILITY. CITY will Implement and maintain usual, customary, and appropriate internal accounting procedures and controls, including information technology, and proprietary information. The temporary staff will not be permitted to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or

valuables. City provide safe working conditions, as required by law, including ensuring that safety related training is provided to temporary staff member working on city premises. The temporary staff will not be permitted to work with minors or with adults with reduced mental capacity. The temporary staff will only operate office equipment. CITY shall supervise temporary staffs providing services to CITY. CITY shall not permit or require temporary staff (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; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; or (v) to perform services remotely (e.g., on premises other than CITY's or CITY's customer's premises). Since AGENCY is not a professional accounting firm, CITY agrees that it will not permit or require temporary staff (a) to render an opinion on behalf of AGENCY or on CITY's behalf regarding financial statements; (b) to sign the name of AGENCY on any document; or (c) to sign their own names on financial statements or tax returns.

2. **SCHEDULE.** Services of AGENCY are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. It is intended that the termination of this Agreement be contemporaneous with final payment of the final invoices of all services described in an Exhibit A as verified by the Los Altos City Manager, or designee.
3. **TERM.** The term of this Agreement shall commence after execution by both parties hereto upon the last signature date, as set forth below ("Effective Date"), and shall continue in full force and effect for the FY2019/20, FY2020/21 and FY 2021/22. Changes in Scope of Services and Payment Schedule, Exhibit A, can be amended, as needed, thirty (30) days prior to the expiration of each fiscal year. If the Agreement is terminated, it is intended that the termination of the Agreement be contemporaneous with final payment of the final invoice of all services as verified by CITY.
4. **COMPENSATION.** AGENCY will provide temporary staff to perform the work outlined above and will invoice CITY weekly. Hourly rates will be negotiated by the parties on a case-by-case basis. AGENCY's total compensation, including reimbursed expenses, for the services set forth for the Contract shall not exceed \$100,000 per fiscal year and not to exceed \$300,000 in total as outlined in Exhibit A. Notwithstanding anything to the contrary in this Agreement, AGENCY may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if AGENCY continued to provide services after the Not-to-Exceed Amount was reached).
 - A. **Compensation.** AGENCY will perform the work outlined above and will invoice CITY at the end of every week. AGENCY compensation for the services set for the contract shall not exceed \$100,000 per fiscal year. AGENCY total compensation for the services set forth for the contract shall not exceed \$300,000. If applicable, overtime will be billed at 1.50 times the hourly billing rate provided in Exhibit A to this Agreement, for each hour worked in excess of eight (8) hours, up to and including twelve (12) hours, in a single workday, and at 2.00 times the hourly billing rate provided in Exhibit A to this Agreement, for each hour worked in excess of twelve (12) hours, in a single workday.
 - B. **Method of Payment.** As a condition precedent to any payment to AGENCY under this Agreement, AGENCY shall submit weekly to the CITY a statement of account (timesheet or written record) which clearly sets forth the designated items of work for which the billing is

submitted. Each statement of account shall also include a detailed record of the week's actual reimbursable expenditures.

CITY shall review AGENCY's weekly statement and pay AGENCY for services rendered hereunder at the rates and in the amounts provided hereunder on a weekly basis in accordance with the approved weekly statements. Payment will be made according to the CITY's standard Payment Schedule and Terms, in no event in excess of Net 30 payment terms.

5. **COMPLIANCE WITH LAW.** AGENCY shall comply with all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to Cal/OSHA requirements and overtime compensation laws pursuant to California Labor Code sections 500 et seq. AGENCY represents to CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for AGENCY to practice its profession.
6. **STANDARD OF CARE.** AGENCY's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the temporary staffing augmentation profession currently practicing under similar conditions.
7. **INSURANCE.** AGENCY shall procure and maintain for the duration of the contract insurance as described in Exhibit B against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the AGENCY, its agents, representatives, employees or subcontractors.
8. **RELATIONSHIP BETWEEN THE PARTIES.** AGENCY is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. AGENCY shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or omissions. AGENCY shall have no authority to act on behalf of the CITY or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to AGENCY. As an independent contractor, AGENCY shall not be entitled to any benefit, right or compensation from the CITY other than those provided for in this Agreement.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, AGENCY shall defend with counsel approved by CITY (which approval will not be unreasonably withheld), indemnify and hold CITY, the City Council, members of the City Council, its employees, representatives, agents and volunteers harmless from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged negligent acts, errors or omissions, or willful misconduct of AGENCY or AGENCY'S officers, assistants, subcontractors, employees or agents in connection with the performance of AGENCY's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, to the extent AGENCYs services are subject to Civil Code Section 2782.8, (Design Professionals) the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of AGENCY. AGENCY's obligation to indemnify shall not

be restricted to insurance proceeds, if any, received by CITY, the City Council, members of the City Council, its employees, or authorized volunteers. Notwithstanding anything to the contrary in this Agreement, AGENCY will only be responsible for its own willful misconduct or negligent acts or omissions hereunder and will not indemnify CITY for, and AGENCY is not responsible for, any negligence or willful misconduct of CITY. Notwithstanding anything in this Agreement to the contrary, AGENCY's liability is limited to the coverage limits of the insurance policy that AGENCY is required to maintain pursuant to Section 7 of this Agreement, above.

- 10. CALIFORNIA LABOR CODE REQUIREMENTS.** AGENCY is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, AGENCY agrees to fully comply with such Prevailing Wage Laws, if applicable. AGENCY shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the AGENCY and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, AGENCY and all sub-consultants performing such services must be registered with the Department of Industrial Relations. AGENCY shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be AGENCY's sole responsibility to comply with all applicable registration and labor compliance requirements.

- 11. TERMINATION OF AGREEMENT.** Notwithstanding any other provision of this Agreement, the CITY may terminate this Agreement without cause at any time upon giving ten days written notice to AGENCY. In the event of such a termination, AGENCY shall be entitled to any compensation owed for services rendered up to the effective date of termination. Additionally, AGENCY may terminate this Agreement upon giving thirty (30) days written notice to CITY.
- 12. MAINTENANCE OF RECORDS.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by AGENCY and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement for inspection by CITY.
- 13. [Reserved.]**
- 14. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change

its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

CITY: City of Los Altos
Sharif Etman, Administrative Services Director
1 N. San Antonio Road
Los Altos, CA 94022

AGENCY: Robert Half International Inc.
Attn: Regional Manager
3000 El Camino Real
Palo Alto Square Suite 250
Palo Alto, CA 94306

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

15. **PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
16. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.
17. **NO IMPLIED WAIVERS.** The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
18. **ASSIGNMENT.** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of AGENCY. AGENCY, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of CITY. Any assignment of any right or obligation or subcontracting of any work without CITY consent shall be void and of no effect.
19. **TAXES.** AGENCY agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. AGENCY agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States of America or the State of California as a consequence of AGENCY's failure to pay, when due, all such taxes and obligations. In the event CITY is audited for compliance regarding withholding or other applicable taxes, AGENCY agrees to furnish CITY with proof of payment of taxes on these earnings.

20. **NONDISCRIMINATION.** AGENCY shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) or the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.
21. **DEFAULT.** In the event AGENCY fails to provide the services set forth in this Agreement due to the fault of AGENCY, CITY shall have the right to either do the work itself or hire an outside contractor to perform those services.
22. **[Reserved.]**
23. **CITY'S RIGHT TO EMPLOY OTHER AGENCIES AND CONSULTANTS.** CITY reserves its right to employ other agencies and consultants in connection with this Project or other projects.
24. **VENUE.** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Santa Clara, San Jose, California.
25. **CONSTRUCTION.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.
26. **AMENDMENT.** This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and AGENCY. It may be amended or extended from time-to-time by written agreement of the parties hereto.
27. **INTEGRATION.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by AGENCY for CITY, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged. If there is any conflict in the terms of this Agreement with the exhibits or attachments, then the provisions of this Agreement shall control.
28. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.
29. **CONVERSION.** In the event CITY wishes to convert any of AGENCY's temporary staff, CITY agrees to pay a conversion fee in accordance with this Section. The conversion fee is payable if CITY hires the temporary staff, 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 CITY converts AGENCY's temporary staff on a part-time basis using the full-time equivalent salary;

however, the conversion fee will not be less than \$1,000. The conversion fee will equal a percentage of the temporary staff's aggregate annual compensation, including bonuses, as follows:

Hours Worked and Billed	Conversion Fee Percentage
0-200 worked hours	20% of annual salary
201-400 worked hours	17% of annual salary
401-600 worked	15% of annual salary
601-800 worked hours	10% of annual salary
800+ worked hours	5% of annual salary

30. DELIVERABLES. Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), AGENCY shall be compensated on a time and materials basis only. AGENCY is a temporary staffing contractor and does not provide deliverables.

31. SCOPE OF AGREEMENT. This Agreement is only applicable to, and the only AGENCY branch and divisions obligated under this Agreement are, the Accountemps division of the branch located at Palo Alto Square, 3000 El Camino Real Suite 250, Palo Alto, CA 94306, and the Robert Half Management Resources division of the branch located at 1850 Gateway Drive Suite 200 San Mateo CA, 94404.

31. CONFIDENTIALITY. To the extent permitted by applicable law, including the California Public Records Act, the CITY agrees to hold in confidence any personal, identifying information related to any AGENCY temporary staff, including their name, phone number, home address, social security number and any other legally protected personal information, and CITY agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

32. BACKGROUND INVESTIGATION. To the extent permitted by applicable law, AGENCY will have a third party vendor (a) complete a seven (7) year criminal background investigation for all state felony convictions and pending charges and state misdemeanor convictions and pending charges for crimes of dishonesty or violence in every county where temporary staff has resided or worked within the U.S. in the last seven (7) years as stated on his or her application, (b) perform a Social Security Verification and Trace, and (c) perform a seven (7) year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty. CITY 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. If CITY requests a copy of the results of the foregoing checks (the "Report"), CITY agrees to keep the Report strictly confidential and to use the Report for employment purposes only.

33. SURVIVAL. Any respective obligations of AGENCY or CITY hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

[Signatures To Follow]

IN WITNESS, WHEREOF, the CITY and AGENCY have executed this Agreement as of the date first above written.


APPROVED AS TO CONTENT:

DocuSigned by:

027EEF3BB12C4DE...


Sharif Etman
Administrative Services Director

APPROVED AS TO FORM:

DocuSigned by:

0B31E7C58B41404...

Jolie Houston
City Attorney

AGREED:

DocuSigned by:

AF4E58453BBB40D...

Christopher Jordan
City Manager

10/2/2020

Date

AGENCY: ROBERT HALF INTERNATIONAL INC.^{EOE}



Ireneo Mendoza
Regional Vice President

March 24, 2020

Date

**EXHIBIT A
STATEMENT OF WORK FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LOS ALTOS, CALIFORNIA
AND
ROBERT HALF INTERNATIONAL INC.
FOR
TEMPORARY ACCOUNTING SERVICES**

This Statement of Work (“SOW”), effective as of _____, 2020, is entered into by and between CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as “CITY,” and Robert Half International Inc., through its divisions Accountemps and Robert Half Management Resources, a temporary staffing augmentation service agency, hereinafter referred to as “AGENCY.”

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

[Insert Scope of Engagement]

2. **Assigned Individuals.** AGENCY will assign the following individual(s) (each an “Assigned Individual”) to CITY for this engagement:

Name of Assigned Individual	Hourly Bill Rate	Estimated Start Date	Estimated End Date
[Insert Name of Assigned Individuals]	\$ [Insert Hrly Rate]	[Insert Date]	[Insert Date]

3. **Contact Information.**

CITY Representative	AGENCY Representative
Name: [Insert Client Contact Name]	Name: [Insert Accountemps Contact Name]
E-mail: [Insert Client Contact Email Address]	E-Mail: [Insert Accountemps Contact Email Address]
Phone: [Insert Client Contact Phone Number]	Phone: [Insert Accountemps Contact Phone Number]
Address: [Insert Client Contact Address]	Address: [Insert Branch Address]

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.** AGENCY assigns the Assigned Individual(s) to CITY pursuant to that certain Professional Services Agreement, signed by the parties, dated as of March __, 2020 and incorporated herein by reference.

Agreed to:
City of Los Altos

By _____
Authorized signature

Name (type or print): [Insert Client Contact Name]

Date:

Agreed to:
Robert Half International Inc.

By _____
Authorized signature

Name (type or print): [Insert AT signatory Name]

Date:

EXHIBIT B
INSURANCE

AGENCY shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Sharif Etman, City of Los Altos, 1 N. San Antonio Road, Los Altos, CA 94022**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000 or \$2,000,000 aggregate** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Consultants Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if AGENCY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** AGENCY certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent AGENCY has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement AGENCY shall maintain insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement

and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.

5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. AGENCY shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to the CITY indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

6. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the AGENCY including materials, parts or equipment furnished in connection with such work or operations. If AGENCY maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by AGENCY. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to the CITY.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the AGENCY including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this contract, the AGENCY's insurance coverage shall be primary insurance as respects policies maintained by the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the AGENCY's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.

Waiver of Subrogation. AGENCY hereby grants to CITY a waiver of any right to subrogation which any insurer of said AGENCY may acquire against the CITY by virtue of the payment of any loss under such insurance, except for Professional Liability insurance. AGENCY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the AGENCY to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies. If any of the required policies provide claims-made coverage:

7. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
8. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the contract work.***
9. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract Effective Date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

Verification of Coverage. AGENCY shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the AGENCY's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	CONTACT NAME: Robert Half Certificates PHONE (A/C, No. Ext): 818-539-1463 FAX (A/C, No): 818-539-1801 E-MAIL ADDRESS: roberthalf_certificates@ajg.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Robert Half International Inc 2613 Camino Ramon San Ramon, CA 94583	ROBEHAL-03	INSURER A : Federal Insurance Company 20281 INSURER B : XL Insurance America, Inc. 24554 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1536478169** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3579-66-87	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7323-32-17	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll.Ded: \$ 1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7921-71-07	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	See Attached Supplemental	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes the following: Accountemps, Office Team, Robert Half Finance & Accounting, Robert Half Technology, Robert Half Management Resources, Robert Half Legal, and The Creative Group which are direct subsidiaries of the parent company: Robert Half International 2613 Camino Ramon; San Ramon CA 94583.
City of Los Altos is deemed Additional Insured on the above referenced General Liability policy as required by written contract for liability arising out of the Named Insureds' acts or omissions. Please refer to attached Chubb General Liability form 80-02-2367 for scope of Additional Insured status.

CERTIFICATE HOLDER **CANCELLATION**

City of Los Altos 1 N. San Antonio Road Los Altos CA 94022	DocuSigned by: EFDE95F5B2124BF... Deputy City Manager	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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2020-2021 RHI Workers Compensation Policy Numbers

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
Robert Half International Inc. and Protiviti Inc.					
RWD3001140-04	AOS: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554
RWR3001141-04	WI	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554
Protiviti Government Services, Inc.					
RWR3001142-04	AOS: AZ, CA, DC, MD, OK, TX, VA	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554

Liability Insurance

Endorsement

<i>Policy Period</i>	JUNE 1, 2020 TO JUNE 1, 2021
<i>Effective Date</i>	JUNE 1, 2020
<i>Policy Number</i>	3579-66-87 SFO
<i>Insured</i>	ROBERT HALF INTERNATIONAL, INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JUNE 1, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative

