



Project Name	<i>n/a</i>			
Project Number	<i>n/a</i>			
Consultant	ROBERT HALF INC. FORERLY KNOW AS ROBERT HALF INTERNATIONAL INC.			
Contract/ Amendment	Date	Contract/ Amendment (\$)	Exhibits	Content
Original Contract	10/2/2020	\$300,000		Scope of Services & Fee Schedule
Amendment No. 1	10/1/2023	0.00		<i>Extend the term of the contract and take out the "\$100k per fiscal year limitation"</i>
Amendment No. 2				
Contract/ Amendment Amount to Date		<i>\$300,000</i>		

Submitted for review by:

Department: _____ By: _____ Date: _____

AMENDMENT No. 1
TO THE AGREEMENT BETWEEN
THE CITY OF LOS ALTOS, CALIFORNIA
AND
ROBERT HALF INC. FORERLY KNOW AS ROBERT HALF INTERNATIONAL INC.
FOR
TEMPORARY ACCOUNTING SERVICES

THIS AMENDMENT No. 1, made and entered into as of the 12 day of December 2023, **TO THE ORIGINAL AGREEMENT** made and entered into on October 2, 2020, by and between CITY OF LOS ALTOS, a California municipal corporation, hereinafter referred to as "**CITY**," and Robert Half Inc., formerly known as Robert Half International Inc., doing business through its Management Resources and Management Resources Full-Time Contract Talent Divisions, a temporary staffing augmentation services agency, hereinafter referred to as "**AGENCY**."

RECITALS

WHEREAS, on October 2, 2020 CITY and AGENCY entered into an agreement titled "Professional Services Agreement between The City of Los Altos, California and Robert Half International inc., for Temporary Accounting Services" (the "Agreement") for temporary accounting staffing services, attached hereto and incorporated herein as Exhibit A, and

WHEREAS, AGENCY is a temporary staffing agency providing similar professional services to numerous other cities; and

In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, CITY and AGENCY hereby agree that the following sections of the aforesaid Agreement dated October 2, 2020, is amended to read as follows:

1. Section 3, **TERM**. The term of this Agreement be revived as of October 1, 2023 ("Effective Date"), and shall continue in full force and effect to June 30, 2024. 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.

2. Section 4, **COMPENSATION**, of the Agreement is amended to read as follows:

"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 **\$300,000** in total as outlined in Exhibit A for the duration of the contract (the "Not-to-Exceed Amount."). 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.** 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 monthly 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."

3. Section 14, **WRITTEN NOTIFICATION**, of the Agreement is amended to change Agency's Notices as:

"Robert Half Inc.
Attn Sarah Cush
919 E. Hillsdale, Suite 275
Foster City, CA 94404

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

4. Section 29, **CONVERSION**, of the Agreement the first sentence of the Agreement is amended to read as follows:

"**CONVERSION.** In the event CITY wishes to convert any of AGENCY's temporary staff from the Management Resources division, CITY agrees to pay a conversion fee in accordance with the below chart."

5. Section 29, **CONVERSION**, of the Agreement is amended to add the following language below the chart:

"AGENCY's temporary staff from its Management Resources Full-Time Contract Talent Division ("FT temporary staff") are full-time, salaried employees of AGENCY, and clients are discouraged from directly hiring AGENCY FT temporary staffs. CITY also agrees to pay a finder's fee if CITY hires AGENCY's FT temporary staff, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. The fee will equal 50% of the FT temporary staff's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon CITY's hiring of AGENCY's FT

temporary staff, and payment is due upon receipt of this invoice. The same calculation will be used if CITY converts AGENCY's FT temporary staff on a part-time basis using the full-time equivalent salary.”

6. Section 31, **SCOPE OF AGREEMENT**, of the Agreement is amended to read as follows:

“**SCOPE OF AGREEMENT.** This Agreement is only applicable to, and the only AGENCY branch and divisions obligated under this Agreement are, the Management Resources and Management Resources Full-Time Contract Talent Divisions of the branch office located 919 E. Hillsdale, Suite 275, Foster City, CA 94404.”

7. Exhibit B, **ACCEPTABILITY OF INSURERS**, of the Agreement is amended to read as follows:

“**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.

8. Exhibit B, **VERIFICIATION OF COVERAGE**, of the Agreement is amended to delete the final sentence.

All other terms of the original Agreement dated October 2, 2020, which are not in conflict with the provisions of this First Amendment, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement and this First Amendment, the provisions of this First Amendment shall control. If there is any conflict in the terms of this First Amendment with the exhibits or attachments, then the provisions of this First Amendment shall control.

This Agreement may be executed electronically.

[Signatures To Follow]

CITY OF LOS ALTOS:

APPROVED AS TO CONTENT

By: _____
Finance Director

APPROVED AS TO FORM

By: _____
Jolie Houston, City Attorney

AGREED

By: _____ Date: _____
Gabriel Engeland, City Manager

CONSULTANT: ROBERT HALF INC.^{EOE}

By: _____ Date: _____
Sarah Cush, Vice President