

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ROBERT HALF INTERNATIONAL INC.

This Agreement is entered into effective as of the last date of execution below ("Effective Date"), by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Robert Half International Inc., doing business through its administrative & customer support practice group, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing temporary workers ("Assigned Individuals") to assist in the November 8, 2022 Statewide General Election.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED AND FORTY THOUSAND DOLLARS AND ZERO CENTS (\$440,000.00). 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. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date through December 31, 2022.

5. Termination

This Agreement may be terminated by Contractor or by the Chief Elections Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement and for any applicable conversion fees. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall defend, indemnify and save harmless County and its officers, agents, employees, and servants ("County Indemnitees") from all claims, suits, or actions of every name, kind, and description resulting from Contractor's or Contractor's agents, including the Assigned Individual's, violation of applicable law, negligence or willful misconduct in the performance of any work or services required of Contractor under this 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 County Indemnitees.

9. **Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. **Insurance**

a. **General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Contractor shall give County at least forty-five (45) days written notice to County of any pending material change in the limits of liability or of any cancellation or modification of the policy.

b. **Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. **Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence (or each claim for Professional Liability) and shall not be less than the amounts specified below:

- | | |
|--|-------------|
| (a) Comprehensive General Liability... | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance... | \$1,000,000 |
| (c) Professional Liability..... | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance (except Professional Liability), which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees,

and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days, including throughout the entire term of the Agreement, against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to the billing for services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed. Unless required by law, this audit provision shall not apply to confidential

information, including but not limited to, Contractor's Assigned Individual's personnel files or the remuneration paid by Contractor to its Assigned Individuals and subcontractors.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Mark Church, Chief Elections Officer & Assessor-County Clerk-Recorder
Address: 555 County Center, Redwood City, CA 94063
Telephone: 650-363-4988
Facsimile: 650-363-1903
Email: mchurch@smcgov.org

In the case of Contractor, to:

Name/Title: Robert Half International Inc.
Address: 1850 Gateway Dr Suite 200, San Mateo, CA 94404
Telephone: (650) 644-1331
Email: kristina.marinovich@roberthalf.com

With Copy to:

Robert Half International Inc.

Attention: Client Contracts Dept.
2613 Camino Ramon
San Ramon, CA 94583

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

19. Miscellaneous

County shall supervise, direct, and provide oversight to Contractor's Assigned Individuals providing services to County and will approve all services performed by Assigned Individuals.

Contractor will provide Assigned Individuals who will perform the services set forth on Exhibit A (Services) pursuant to the County's instructions, established procedures, and protocols and will be managed by, and under strict supervision of County staff. The County shall be solely responsible for reviewing and approving any and all Services performed by Assigned Individuals. Assigned Individuals will not have discretion in carrying out their responsibilities. The Services performed by Assigned Individuals are under the County's exclusive management and control, and the County shall provide timely access to appropriate personnel for escalation and decision making related to the Services.

Contractor will not be responsible for the performance, accuracy, accessibility, privacy, security, usability, completeness, or veracity of any election devices, voting machines, ballot marking devices, pollbooks, devices, printers and/or peripherals, etc. Contractor is not responsible for the accessibility, accuracy, completeness or veracity of votes, ballots, tallies, counts or election results. Contractor is not responsible for any decisions or determinations as to the eligibility of any voter.

Contractor will not be acting in a fiduciary capacity for the County.

The County will supply Assigned Individuals with suitable workspace and ordinary office support necessary for Assigned Individuals to perform the Services. The County will also provide Assigned Individuals with access to all individuals, equipment, computers, telephony, software, and tools reasonably necessary for Assigned Individuals to perform the Services.

County will provide any existing County, state, or federal policies or procedures and written instructions related to performance of the Services, including, but not limited to, policies, checklists, protocols, training, scripts, etc.

County shall have sole responsibility for any and all data security and privacy of the County's information technology systems, including, but not limited to, networks, servers, email systems, software, hardware, tools and applications as well as any information or data collected, created, maintained, or used by

Assigned Individuals while providing the Services. Further, the County will provide and be responsible for managing all credentials and log-ins required to access the County's IT applications, software, network, files/data systems, etc.

The County acknowledges and agrees that County has the authority to consent to the Assigned Individual's use of, and access to, any information or data, and has obtained any required authorizations and/or releases to provide an informed consent for Assigned Individual's use of data or information for the Services.

For the avoidance of doubt, the Assigned Individuals will not drive, count or touch ballots or register voters.

County will not permit or require a Contractor's Assigned Individual on behalf of County: (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to sign, endorse, wire, transport or otherwise convey cash or cash equivalents, securities, checks or any negotiable instruments or any personal property items with a value in excess of \$100; (iv) to perform services remotely (e.g., on premises other than the County's, County's customer's premises, or vote centers), or to use computers, or other electronic devices, software or network equipment owned or licensed by the Contractor's Assigned Individual; or (v) except as otherwise set forth in this Agreement, to operate machinery (other than office and/or voting machines) or automotive equipment.

Contractor does not authorize Contractor's Assigned Individuals to operate machinery (other than office and/or voting machines) or vehicles. If County wish to permit Assigned Individuals to drive for business purposes, County accepts sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If County requires Assigned Individuals to drive a vehicle owned by County or County's employee, County 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 County permit Assigned Individuals to: (i) drive a vehicle for the purpose of making bank deposits on behalf of County, (ii) while driving carry cash belonging to County in excess of \$100 securities, checks, or any negotiable instruments belonging to County, or personal property items belonging to County with a value in excess of \$100, or (iii) carry passengers in the vehicle. It is agreed that County accepts full responsibility for, and that Contractor does not maintain insurance to cover, any injury, damage, or loss that may result from County's failure to comply with the foregoing regarding operation of vehicles.

Assigned Individuals will be scheduled and sent to a third-party vendor designated by County for the fingerprint screening to be conducted pursuant to County's ORI number and requirements. County represents and warrants that any fingerprint screening will be requested, facilitated and used by County in accordance with applicable law. Further, County will not require Contractor to take possession of any completed fingerprint cards nor be liable for any third-party claims resulting from the third-party vendor's processing or reporting of such fingerprint screening, including, but not limited to, those claims arising from any errors in County's third-party vendor's reported screening results. Upon County's receipt of the fingerprint screening results from the third-party vendor, County will notify Contractor of Assigned Individual's eligibility for placement. If County requires Contractor to perform additional background checks or other placement screenings of Contractor's Assigned Individuals placed with County, County agrees to notify Contractor prior to the start of services under this Agreement, and Contractor will conduct such additional 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 placed Assigned Individual, County agrees to keep such results strictly confidential and to use such results in accordance with applicable law and solely for employment purposes. This Agreement is only applicable

to, and the only Contractor branch and division obligated under this Agreement, is the administrative & customer support practice group of the branch office located at 1850 Gateway Dr Suite 200, San Mateo, CA 94404.

To the extent authorized by law, County agrees to hold in confidence the identity of any Contractor's Assigned Individual and the Assigned Individual'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. However, California Government Code Sections 6250 et seq. (the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The County is subject to the Act. Be advised that, while some personal information of the Assigned Individuals may be exempt under the Act, other personal information might not. Thus, the County cannot represent or guarantee that any such information relating to Assigned Individual will be kept confidential. To the extent consistent with the Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information relating to Assigned Individuals. If the County receives a request for any record(s) relating to Assigned Individuals, it will notify Contractor, who may assert any applicable privileges and/or reasons why the requested records should not be produced directly to the requesting party. If Contractor fails to assert any applicable privileges and/or reasons why the requested records should not be produced, and records are produced by the County, Contractor shall indemnify and hold harmless and free the County, along with its officers, agents, and employees.

[SIANTURES ON NEXT PAGE]

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THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: Robert Half International Inc. ^{EOE}

DocuSigned by:  2B24D0A48E8A418	9/23/2022	Sarah Cush
Contractor Signature	Date	Contractor Name (please print)

For County:

Purchasing Agent Signature (Department Head or <u>Authorized</u> Designee) County of San Mateo	Date	Purchasing Agent Name (please print) (Department Head or <u>Authorized</u> Designee) County of San Mateo
		Purchasing Agent or <u>Authorized</u> Designee Job Title (please print) County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor shall provide on an as-needed basis temporary workers to assist in the election process; specifically, contractor shall provide Assigned Individuals to work the following positions:

- **Phone Bank – Outreach Services:**
 - Assigned Individuals shall present information about the upcoming election and answer phones to assist voters with polling places, hours of polling places to vote, when is election day, where they can get a ballot, and how do they sign up for a mail in ballot.
- **Vote Center Representatives:**
 - Assigned Individuals shall provide assistance with one of the following areas:
 - Clerical Support / Vote by Mail
 - data entry
 - Clerical Support / Vote registration
 - data entry
 - updating voter registration records based on information from statewide voter registration database and other governmental agencies.
 - Customer Service / Phone Bank
 - Assisting voters in finding election material and understanding their voting opportunities over the phone
 - Outreach Services
 - Presenting information about the upcoming election
 - Voting Equipment
 - Function testing of voting equipment prior to use by voters
 - Assisting in delivery and pickup of voting equipment at Vote Centers
 - Supplies
 - Inventorying and packing / unpacking Vote Center supplies
 - Fulfilling inventory/supply lists for multiple Vote Centers
 - Recording and updating inventory numbers regularly
 - Delivering supplies to Vote Centers
- **Technicians:**
 - Assigned Individuals shall provide assistance with one of the following areas:
 - Warehouse Technician
 - Testing functions of electronic voting equipment prior to use by voters
 - Staging heavy equipment containers for delivery
 - Inventorying and moving voting equipment and Vote Center supplies
 - Assisting in delivery and pickup of voting equipment at Vote Centers
 - Assisting in delivery of spare equipment and supplies to Vote Venter
 - Field Technicians
 - Testing functions of electronic voter equipment prior to use by voters
 - Assisting in delivery, connection, and testing of voting equipment at Vote Centers prior to use by voters
 - Assisting in delivery of spare equipment and supplies to Vote Centers

For the avoidance of doubt, Assigned Individuals will not transport, count or touch ballots or register voters for any of these positions.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall be paid upon receipt of invoices for services rendered in an amount not to exceed FOUR HUNDRED AND FORTY THOUSAND DOLLARS AND ZERO CENTS (\$440,000.00).

Contractor's Assigned Individuals will provide services to County pursuant to this Agreement at an hourly rate of \$38.00 for the Phone Bank and Vote Center Representative positions, and \$50.00 for Technician positions.

Each Assigned Individual will submit a time sheet or an electronic time record for County's verification and approval at the end of each week during which the Assigned Individual performs services under the Agreement, and County will be billed weekly for the total hours worked by Assigned Individuals.

Contractor's invoices are due within 30 days of receipt or within 30 days following execution of this Agreement, whichever is later.

If, for any reason, County is dissatisfied with an Assigned Individual, Contractor will not charge for the first eight (8) hours worked ("Guarantee Period") and will replace the Assigned Individual. Unless County contacts Contractor before the end of the Guarantee Period, County agrees that Contractor's Assigned Individual is satisfactory for purposes of this Guarantee Period.