

**CITY OF SIMI VALLEY  
MEMORANDUM**

June 4, 2018

**TO:** City Council

**FROM:** Department of Administrative Services

**SUBJECT:** APPROVAL OF CONTRACT WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE SUPPLEMENTAL STAFFING FOR THE INFORMATION SERVICES DIVISION

**STAFF RECOMMENDATION**

It is recommended that the City Council approve, and authorize the City Manager to execute, the attached one-year contract (page 4) with Robert Half International Inc. (Robert Half), in the amount of \$100,000 for supplemental staffing in the Information Services Division.

**CITY MANAGER'S RECOMMENDATION**

The City Manager recommends approval of a one-year contract for the supplemental staffing. This is intended for critical Information Services functions. We have had vacancies in this Division over the past year.

**BACKGROUND AND OVERVIEW**

The Information Services Division (IS) has experienced staff turnover, military leave, long-term medical leave, and continuing challenges recruiting new staff with appropriate skills. These factors have created recurring temporary vacancies in the division. During these vacancies, IS has been using outside firms to provide assistance and maintain continuity in service levels. Signing an additional one-year agreement with Robert Half will provide the City flexibility to access additional resources when necessary.

On June 15, 2017, the City entered into a \$99,000 contract with Robert Half International, Inc. to provide supplemental staffing for IS. This one year contract was approved by the City Manager, and funding for these professional services was taken from salary savings resulting from authorized but unfilled positions. Funding under this contract is virtually exhausted, and staff desires to continue the successful vendor relationship for another one-year period. Since the City's purchasing ordinance limits the City Manager's authority on professional services to \$100,000 per year, it is necessary to obtain Council approval for a new contract with a start date of June 5, 2018. The contract that has been negotiated is flexible, and there are no minimum commitments. Robert Half guarantees satisfaction with the resources they provide by extending a five-day guarantee period; if the City is not satisfied it will not be charged.

**Staff is requesting that the City Council approve and authorize the City Manager to execute a one-year contract in the amount of \$100,000 with Robert Half for supplemental IS staffing.**

### **FINDINGS AND ALTERNATIVES**

Staff has direct experience with Robert Half International, Inc. and has been using them for the past year. Due to ongoing staffing shortages within the IS Division, Robert Half has provided valuable, well trained resources on short notice. The contract as negotiated is flexible, and there are no minimum commitments. Robert Half guarantees the City's satisfaction with each resource by extending a five-day (40 hours) guarantee period; if IS management staff is not satisfied the City will not be charged.

It is anticipated that the staffing shortages trend in IS will continue for the next several years due to projected retirements, military leave, and recruitment challenges. In order to maintain the City's secure and stable computer systems, it is prudent to have a reliable staffing backfill plan when such absences arise.

No additional budget is being requested at this time as the contract expenditures will be paid from salary savings garnered from vacant positions or from the existing budget in the professional services line item.

Upon approval and execution of the contract, the City Manager will have the authority to sign individual job arrangement letter(s), thus approving each resource prior to professional staff commencing work and ensuring that the overall fund and department budget limits are observed.

The following alternatives are available to the City Council:

1. Approve and authorize the City Manager to execute the attached one-year contract (page 4) with Robert Half International, Inc., in the amount of \$100,000 for supplemental staffing in the Information Services Division;
2. Do not approve a contract at this time.

Staff recommends Alternative No. 1

### **SUGGESTED CITY COUNCIL MOTION**

I move to approve, and authorize the City Manager to execute, a one-year contract to Robert Half International, Inc. in the amount of \$100,000 for supplemental staffing in the Information Services Division.

**SUMMARY**

Due to ongoing staffing shortages, the Information Services Division has a need to hire outside assistance to fill the gaps in providing ongoing support for the City's computer systems and other technology applications. Robert Half has provided quality assistance during the past year, and signing an additional one-year agreement with this firm will provide the City flexibility and security to access additional, qualified resources when necessary. No additional funds are being requested as this contract will be budget neutral.

  
\_\_\_\_\_  
Jody Kershberg  
Administrative Services Director

Prepared by: Garry Boswell – Deputy Administrative Services Director (Information Services)

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## RH Customer Agreement for Temporary Services

This RH Customer Agreement for Temporary Services (the "AGREEMENT") governs transactions by which City of Simi Valley ("CITY") retains the Services of Robert Half International Inc., doing business through its division Robert Half Technology ("RH"), to assist CITY in meeting its staffing needs.

### Part 1 - General

#### 1.1 Definitions

"ASSIGNED INDIVIDUAL" means the individual assigned to CITY by RH.

"BRANCH" means the RH branch located at the address identified on page 3 of this Agreement.

"SERVICES" means the provision of services by the Assigned Individual to CITY.

"NOT-TO-EXCEED AMOUNT" means the total compensation payable to RH by CITY for services under this AGREEMENT, which shall not exceed the sum of \$100,000 (the "Not-To-Exceed Amount").

#### 1.2 Agreement Structure

Additional terms for the SERVICES are included in Exhibit A, which are attached to this AGREEMENT. RH also provides additional terms for SERVICES in documents called "JOB ARRANGEMENT LETTERS" which are also part of this AGREEMENT. The form of the JOB ARRANGEMENT LETTER is attached as Exhibit D. All transactions under this AGREEMENT will have a JOB ARRANGEMENT LETTER, which will be sent to CITY when RH provides SERVICES to CITY. In order to initiate SERVICES, CITY will provide RH with notice (e.g., via telephone, e-mail, facsimile or mail) describing the SERVICES CITY needs in reasonable detail. RH will promptly reply to such request and indicate whether RH will or will not provide the requested SERVICES. If RH elects to provide the requested SERVICES, RH will send CITY a JOB ARRANGEMENT LETTER. CITY accepts the terms in a JOB ARRANGEMENT LETTER(s) by CITY's Deputy Director Information Services' approval of the ASSIGNED INDIVIDUAL'S weekly timesheet or electronic time record. SERVICES become subject to this AGREEMENT when RH accepts CITY's order by 1) sending CITY a JOB ARRANGEMENT LETTER(s), or 2) providing the SERVICES. If there is a conflict among the terms in the various documents, those of this AGREEMENT prevail. **Hour Limitation:** Unless otherwise set forth in a signed writing between the parties, no ASSIGNED INDIVIDUAL may work more than 1,000 hours in a fiscal year (a fiscal year being defined as June 1 of any year through June 30 of the following year).

#### 1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring ASSIGNED INDIVIDUALS and the fees payable if an ASSIGNED INDIVIDUAL works overtime, e.g., in excess of 40 hours per week. CITY agrees to pay accordingly, including any late payment fee. Payments to RH shall be made within 30 days after receipt of an original invoice from RH. Under this AGREEMENT the total compensation payable to RH by CITY for SERVICES shall not exceed the sum of \$100,000 (the "NOT-TO-EXCEED AMOUNT"). RH may, at any time, in its sole discretion, discontinue SERVICES once the NOT-TO-EXCEED AMOUNT has been attained (even if RH continued to provide SERVICES after the NOT-TO-EXCEED AMOUNT was attained). RH acknowledges that RH is not guaranteed to receive the Not-To-Exceed Amount or any particular or minimum amount of compensation or work under this AGREEMENT.

#### 1.4 Changes to the AGREEMENT Terms

For a change to be valid, both parties must sign it. If there is a conflict among the terms in the various documents, or different terms in any written communication from CITY (such as a purchase order), those of this AGREEMENT prevail.

#### 1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, CITY is entitled to recover damages from RH. Regardless of the basis on which CITY 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. This limitation of liability does not apply to personal injury, property damage or death negligently caused by any RH employee or contractor.

#### Items for Which RH is Not Liable

Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

#### 1.6 General Principles of Our Relationship

- a. Each party will maintain workers' compensation insurance and commercial liability insurance.
- b. 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 ASSIGNED INDIVIDUAL(S) as specified in Exhibit "C".
- c. In the event that any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions of this AGREEMENT remain in full force and effect.

**1.7 Agreement Term**

This AGREEMENT will continue for a period of one year, June 5, 2018 through June 4, 2019, unless terminated earlier. Either party may terminate this AGREEMENT on thirty days' written notice to the other.

Either party may terminate this AGREEMENT if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this AGREEMENT which by their nature extend beyond the AGREEMENT termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assignees.

**1.8 Warranties**

EXCEPT AS SET FORTH IN EXHIBIT A, RH MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

**1.9** RH acknowledges CITY may contract with other parties for the performance of SERVICES or supplemental SERVICES as they relate to the work during the term of this AGREEMENT.**1.10** Insurance. RH shall, at RH's sole cost and expense, provide insurance as contained in Exhibit "C", incorporated herein. RH shall not commence work on the SERVICES to be performed, until it submits proof of all insurance coverage as required.**1.11 Anti-Discrimination**

In the performance of the terms of this AGREEMENT, RH shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

**1.12 Independent Contractor**

It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended. RH or ASSIGNED INDIVIDUAL is not an agent or employee of the CITY and it is not entitled to participate in any pension plan, insurance or other benefits CITY provides for its employees. RH or ASSIGNED INDIVIDUAL is an independent contractor in performing the SERVICES required under this AGREEMENT and will have control of all staffing work and the manner in which it is performed. Any provision of this AGREEMENT that may appear to give CITY the right to direct RH or ASSIGNED INDIVIDUAL as to the details of doing the work required herein or to exercise a measure of control over the work means that the RH or ASSIGNED INDIVIDUAL will follow the direction of the CITY as to the performance and results of the work only.

**1.13 Authority to Execute AGREEMENT**

Both CITY and RH do covenant that each individual executing this AGREEMENT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

**1.14 Jurisdiction and Venue**

Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This AGREEMENT shall be governed by California law, without regard to conflict of law principles.

**1.15** RH agrees to abide by CITY'S Business Tax Ordinance, of which proof of payment must be obtained prior to performance of the AGREEMENT.**Part 2 - Services**

**2.1** CITY requires background checks or other placement screenings of the ASSIGNED INDIVIDUAL(s). RH will schedule and send the ASSIGNED INDIVIDUALS to the CITY's third party vendor for a fingerprint screening to be conducted pursuant to the CITY's ORI number and requirements. CITY represents and warrants that any fingerprint screening will be requested, conducted, and used by CITY in accordance with applicable law. RH will not be required to take possession of any completed fingerprint cards nor be liable for any third party claims resulting from such fingerprint screening, including, but not limited to, those claims arising from any errors in CITY's third party vendor's reported screening results. Upon CITY's receipt of the fingerprint screening results from CITY's third party vendor, CITY will notify RH of the ASSIGNED INDIVIDUAL's eligibility for placement.

**2.2** CITY agrees that CITY is responsible for supervising the ASSIGNED INDIVIDUAL(S). CITY will not permit or require an ASSIGNED INDIVIDUAL (i) to perform SERVICES outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey

cash, securities, checks, or any negotiable instruments or valuables; (vi) to operate machinery (other than office machines) or automotive equipment or (vii) to perform SERVICES remotely without prior authorization from, or to use computers or other electronic devices, software or network equipment owned or licensed by the ASSIGNED INDIVIDUAL. Under no circumstances will you permit or require an ASSIGNED INDIVIDUAL to have contact with minors or with adults with reduced mental capacity.

- 2.3 CITY agrees that CITY will provide safe working conditions. If any assignment under this AGREEMENT is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RH is legally required to initiate E-Verify verification procedures for any ASSIGNED INDIVIDUAL. RH reserves the right to re-assign any ASSIGNED INDIVIDUAL.
- 2.4 CITY agrees that CITY 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 CITY has reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.
- 2.5 CITY agrees that CITY 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 CITY. CITY agrees that CITY is fully responsible for, and that RH will not be responsible for, any injuries, claims, damages or losses that may result from your failure to comply with the foregoing.
- 2.6 The ASSIGNED INDIVIDUAL will execute any confidentiality agreement that you may require. CITY is responsible for obtaining the ASSIGNED INDIVIDUAL'S signature. CITY agrees to hold in confidence the identity of any ASSIGNED INDIVIDUAL and the ASSIGNED INDIVIDUAL(S) resume, social security number and 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.
- 2.7 Description of SERVICES. The SERVICES to be performed by RH are as contained in Exhibit "B":

This AGREEMENT is only applicable to, and the only Robert Half International Inc. division and branch obligated under this AGREEMENT are, the Robert Half Technology division of the Branch. This AGREEMENT and its JOB ARRANGEMENT LETTER(S) are the complete AGREEMENT regarding these transactions, and replace any prior oral or written communications between the Branch and CITY regarding these transactions.

By signing below, both parties agree to the terms of this AGREEMENT. Once signed, 1) any reproduction of this AGREEMENT or JOB ARRANGEMENT LETTER made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all SERVICES ordered under this AGREEMENT are subject to it.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT, under seal, on the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**Attest:** **City of Simi Valley, A Municipal Corporation**

\_\_\_\_\_  
Ky Spangler, City Clerk Eric J. Levitt, City Manager

**Approved as to Form:** **By:** Robert Half International Inc.

\_\_\_\_\_  
Lonnie J. Eldridge, City Attorney Paul Flaharty, Regional Vice President

**Approved as to Content:** **By:**

\_\_\_\_\_  
Connie Henes-Baird Authorized signature  
Deputy Administrative Services Director (Support Services)  
CITY address: **RH Branch address:**  
2929 Tapo Canyon Road, Simi Valley, CA, 93063 10960 Wilshire Blvd. Suite 900, Los Angeles, CA, 90024

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

**Exhibit A**

ASSIGNED INDIVIDUALS are assigned to CITY under the following additional terms:

1. **Guarantee** - RH guarantees CITY'S satisfaction with the SERVICES of the ASSIGNED INDIVIDUAL by extending to CITY a five-day (40 hours) guarantee period. If, for any reason, CITY is dissatisfied with the ASSIGNED INDIVIDUAL, RH will not charge for the first forty hours worked, provided that CITY allow RH to replace the ASSIGNED INDIVIDUAL. Unless CITY contacts RH before the end of the first forty hour guarantee period, CITY agrees that the ASSIGNED INDIVIDUAL is satisfactory.
2. **Bill Rates and Time Sheet** - Hourly rates for all assignments will be agreed on a case-by-case basis. ASSIGNED INDIVIDUAL(s) will present a time sheet or an electronic time record to CITY for verification and approval at the end of each week. RH will bill CITY weekly for the total hours worked; RH's invoices are due net 30 days from receipt, including applicable sales and service taxes all of which are payable by CITY. In the event that CITY fails to pay the invoices when due, CITY 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 increase its rates for the SERVICES provided under this AGREEMENT 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 any increase in its rates for the SERVICES, and such increase will be prospective, starting as of the effective date RH specifies.
3. **Overtime** - If applicable, overtime will be billed at 1.5 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
4. **Hiring the Person Referred to CITY** - After CITY evaluates the performance and potential of an ASSIGNED INDIVIDUAL on the job, CITY may wish to employ this person directly. In such event, CITY agrees to pay a conversion fee. The conversion fee is payable if CITY hires an ASSIGNED INDIVIDUAL, regardless of the employment 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. CITY also agrees to pay a conversion fee if an ASSIGNED INDIVIDUAL is hired by (i) a subsidiary or other related company or business as a result of your referral of the ASSIGNED INDIVIDUAL to that company or (ii) one of CITY customers as a result of the ASSIGNED INDIVIDUAL providing SERVICES to that customer.

The conversion fee will be owed and invoiced upon CITY'S hiring of the ASSIGNED INDIVIDUAL, and payment is due upon receipt of the invoice. The same calculation will be used if you convert the ASSIGNED INDIVIDUAL on a part-time basis using the full-time equivalent salary. The conversion fee will equal a percentage of the ASSIGNED INDIVIDUAL'S aggregate annual compensation, including bonuses, as follows:

<b>Hours Billed</b>	<b>Conversion Rate</b>
After 175 Hours	19%
After 350 Hours	14%
After 520 Hours	11%
After 785 Hours	9%
After 1,040 Hours	4%
After 1,290 Hours	No Fee

**Exhibit B – Scope of work**

The ASSIGNED INDIVIDUAL will work with CITY Staff and vendors to provide technical services required for implementation of various technology including but not limited to Microsoft server operating systems, VMWare, Storage, Microsoft Exchange, Microsoft Office, printers, scanners, copiers, phone systems and Ethernet switching equipment.

CITY staff member will work with the ASSIGNED INDIVIDUAL to determine the tasks required to accomplish this work and the ASSIGNED INDIVIDUAL will perform only such tasks as agreed to by the CITY.

Generally, the ASSIGNED INDIVIDUAL is responsible to assist CITY with the following:

- Setup and configure hardware and operating systems in support of the network.
- Setup and configure hardware and operating systems in support of the phone system.
- Provide end user support on system related issues.
- Maintain existing hardware, operating systems, servers and other components to ensure network stability.
- Participate in discussions and project planning meetings with CITY Staff and outside vendors
- Make recommendations on best method to convert, modify and enhance existing infrastructure and associated services.
- Monitor implementation/installation progress on assigned projects
- Other system administration and system implementation tasks and projects as assigned by CITY.



## Exhibit "C"

## INSURANCE REQUIREMENTS

Insurance – RH shall meet the following provisions (Sections 1 through 7) relating to insurance coverages.

1. General Conditions - Without limiting the RH indemnification of CITY, RH shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:
  - a) The CITY, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The CITY shall be named Loss Payee as its interest may appear in all property insurance.
  - b) Such insurance shall be primary (except E&O and Workers' Compensation) with respect to any insurance maintained by CITY and shall not call on CITY'S insurance for contributions.
  - c) With respect to the interests of the CITY, RH'S insurance shall not be canceled nor reduced in coverage or limits below the minimum amounts stated herein until after thirty (30) days written notice shall have been sent by RH by certified mail (return receipt requested) to the City of Simi Valley, Department of Administrative Services 2929 Tapo Canyon Road, Simi Valley, California 93063.
  - d) A CITY-approved endorsement or certificate of insurance evidencing coverage shall be submitted to and approved by the CITY'S Risk Manager prior to commencement of any work or tenancy.
2. Workers' Compensation - RH shall procure and maintain, during the life of the AGREEMENT, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, RH shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by RH.
 

By submitting a proposal pursuant to these specifications, RH hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.
3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the RH outside these specifications, RH shall give CITY prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the CITY. RH shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.
4. Modification of Coverage - CITY reserves the right at any time during the term of any contract executed with RH pursuant to these specifications (AGREEMENT) to change the amounts and types of insurance required hereunder by giving RH ninety (90) days written notice. If such change should result in a premium increase in excess of ten percent (10%) to RH, CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
5. Failure to Procure or Maintain Insurance - RH'S failure to procure or maintain required insurance program shall constitute a material breach of this AGREEMENT under which the CITY may immediately terminate the AGREEMENT or, at its discretion, after notice and a reasonable opportunity to cure, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith, and recover all monies so paid from RH, or deduct all monies so paid from payments due RH.
6. Underlying Insurance – If applicable, RH shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect RH's and the CITY's interests, and for ensuring that such persons comply with any applicable insurance statutes. RH is encouraged to seek professional advice in this regard.
7. Evidence of Coverages - Evidence of coverages (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

	<u>Description</u>	<u>Limits</u>
X	Workers' Compensation (X) Employer's Liability (X) Waiver of Subrogation	Statutory <u>\$1 Million</u>
X	General Liability (must be written on an Occurrence Form) (X) Premises and Operations (X) Contractual Liability (X) Independent Contractors (X) Products/Completed Operations (X) Broad Form Property Damage (X) Personal Injury (X) Broad Form Liability Endorsement ( ) Explosion Hazard ( ) Collapse/Underground Hazard	<u>\$2 Million</u>
X	Automobile Liability (must be written on an Occurrence Form) (X) Owned Automobiles (X) Nonowned/Hired Automobiles ( ) Garagekeeper's Legal Liability	<u>\$1 Million</u>
X	Professional Liability (Errors and Omissions) (to be in continuous force from date of contract award until one year after final acceptance of the project)	<u>\$2 Million</u>
—	Property Insurance ( ) All Risk Coverage ( ) Fire & Extended Coverage ( ) Sprinkler Leakage ( ) Flood ( ) Earthquake ( ) Fire Legal Liability ( ) Boiler & Machinery ( ) Vandalism & Malicious Mischief	\$ _____       \$ _____
—	Fidelity Bond	\$ _____
X	Cyber Liability	<u>\$2 Million</u>

Exhibit D

FORM OF JOB ARRANGEMENT LETTER

[DATE]

Personal & Confidential

Job Order Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_,

Thank you for selecting \_\_\_\_\_ to meet your staffing needs. \_\_\_\_\_ is scheduled to start with \_\_\_\_\_ as an \_\_\_\_\_ on \_\_\_\_\_.

As agreed, we will invoice your firm at the rate of \_\_\_\_\_ per hour. If applicable, overtime will be billed at 1.50 times such rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws may vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate. Applicable sales and service taxes shall be added to all invoices. Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby will indicate your acceptance of the terms herein.

Our accounting and operational procedures require you receive this document. This standard document will be sent with each Job Order you place with \_\_\_\_\_. We acknowledge that \_\_\_\_\_ and \_\_\_\_\_ have a signed agreement. The terms of the signed agreement, along with the terms of this letter, shall govern the services provided by such employee or consultant at \_\_\_\_\_.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

By: Robert Half International, Inc

Date: \_\_\_\_\_

By: City Manager, City of Simi Valley

Date: \_\_\_\_\_