

**FIFTH AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
ROBERT HALF INTERNATIONAL dba OFFICE TEAM AND ACCOUNTEMPS**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Robert Half International dba as Office Team and AccounTemps, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, on July 21, 2003, the parties entered into Agreement No. 70100-04-D004 in the amount of \$25,000 for the term of July 21, 2003 to June 30, 2004, for the purpose of providing temporary employees as needed from the Office Team Division of Robert Half International to the Human Services Agency; and

WHEREAS, on September 23, 2003, the parties entered into Change Order No. 1 to add the services of AccounTemps, as well as Office Team, to the existing Agreement; and

WHEREAS, on May 24, 2004, the parties entered into Change Order No. 2 to extend the Agreement term only to June 30, 2005; and

WHEREAS, on March 23, 2005, the parties entered into Change Order No. 3 to extend the Agreement term only to June 30, 2006; and

WHEREAS, on November 16, 2005, the parties entered into Change Order No. 4 to increase the amount by \$75,000, for a total obligation of \$100,000; and

WHEREAS, the parties now wish to further amend the Agreement to increase the amount by \$275,000, for a total obligation of \$375,000 and extend the term to June 30, 2007, in order to have the Contractor continue to provide the services of the temporary employees to the Human Services Agency.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Section 2, Term and Termination, of the Agreement is amended to read as follows:

“Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 21, 2003 through **June 30, 2007.**”

2. Section 3, Payments, of the Agreement is amended to read as follows:

“Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A. 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **Three Hundred Seventy Five Thousand Dollars, \$375,000.**

3. Exhibit A, Item I. Description of Services to be Performed by the Contractor is hereby revised to read as follows: “Office and Clerical Support Services on an as-needed basis.”

“The temporary employees are only authorized to work within the scope of the assignment. County shall not permit or require any of the temporary employees to sign contracts, statements, or binding agreements on County’s or Robert Half International’s behalf.”

County is responsible for implementing and maintaining usual, customary, and appropriate internal accounting procedures and controls, internal controls, and other appropriate procedures and controls (including information technology, proprietary information, and trade secret safeguards) for County and Contractor shall not be responsible for any losses, liabilities, or claims arising from the lack of such controls or procedures.

The County acknowledges that Contractor checks an employee’s references by asking questions to two previous employers regarding qualifications and work history, and that, with the exception of the aforementioned reference checks, Contractor does not typically screen for drug use, administer a medical exam, conduct a criminal background check or engage in any verification process other than these reference checks.

County will conduct additional reference inquiries or verify other items as County deems appropriate for this position. The County agrees that resumes, criminal background checks, and any other personally identifiable information relating to Contractor employees obtained pursuant to this Agreement is confidential and shall be maintained with reasonable care and in accordance with applicable law.

4. Section 11, Non-Discrimination and Other Requirements, Item G, Compliance with Contractor Employee Jury Service Ordinance, is hereby added as follows:

“G. Compliance with Contractor Employee Jury Service Ordinance. Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.”

5. All other terms and conditions of the original Agreement dated July 21, 2003, and subsequent Amendments dated September 23, 2003, May 24, 2004, March 23, 2005, and November 16, 2005 between the County and Contractor shall remain in full force and effect.
6. This Fifth Amendment constitutes the entire understanding of the parties hereto with respect to the modifications to the Agreement made effective as of March 1, 2006 and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties regarding said Amendment that are not expressly stated in this document are not binding.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ROBERT HALF INTERNATIONAL

Contractor's Signature

Date: _____