



AGENDA REPORT

Meeting Date: February 19, 2013

Item Number: G-17

To: Honorable Mayor & City Council

From: Susan Healy Keene, AICP, Director of Community Development

Subject: APPROVAL OF A CHANGE ORDER FOR ROBERT HALF INTERNATIONAL DBA OFFICE TEAM, A PROFESSIONAL CORPORATION, FOR TEMPORARY STAFFING ASSISTANCE IN THE AMOUNT OF \$10,000 TO THE PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$60,000

Attachments:

1. Agreement
2. Agreement Extension Letter

RECOMMENDATION

Staff recommends that the City Council move to approve a change purchase order in the amount of \$10,000 to Robert Half International dba Office Team during fiscal year 2012-13 for a total not-to-exceed amount of \$60,000.

INTRODUCTION

Office Team has provided supplemental and temporary administrative staffing assistance to the City for several years.

DISCUSSION

Due to job vacancies and unforeseen prolonged leaves of absences of administrative staff, it has become necessary for the Community Development Department to seek temporary administrative services to support its day to day activities.

Staff is requesting that the current purchase order of \$50,000 be changed to increase by \$10,000 for a not-to-exceed total amount of \$60,000 in order to accommodate greater than anticipated use of the supplemental administrative services.

FISCAL IMPACT

The cost to perform the temporary administrative services will be covered by salary savings from the department.

Don Harrison
for Noel Marquis
Finance Approval

Susan Healy Keene, AICP
Approved by:

Susan Healy Keene

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
ROBERT HALF INTERNATIONAL, INC., DBA OFFICE TEAM
AND ACCOUNTEMPs TO PROVIDE TEMPORARY STAFFING
ON AN AS-NEEDED BASIS

NAME OF VENDOR: Robert Half International, Inc., dba Office
Team and Accountemps

RESPONSIBLE PRINCIPAL OF VENDOR: Alexandra Watson
Metro Market Manager, Robert Half
International

VENDOR'S ADDRESS: 10877 Wilshire Blvd., 4th floor
Los Angeles, CA 90024

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia, Assistant
Director of Administrative Services/Human
Resources

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: 3 years from Commencement Date, unless
extended pursuant to Section 2 of the
Agreement

CONSIDERATION: Not to exceed amount approved in annual
CITY purchase order, based on the rates set
forth in Exhibit B-1

3 yrs- 2009, 2010, 2011

3 addl 1-yr ext- 2012, 2013, 2014
per Section 2

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
ROBERT HALF INTERNATIONAL, INC., DBA OFFICE TEAM
AND ACCOUNTEMPS TO PROVIDE TEMPORARY STAFFING
ON AN AS-NEEDED BASIS**

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Robert Half International, Inc., dba Office Team and Accountemps, a Delaware corporation (hereinafter called "VENDOR"). Services provided by the Vendor under this Agreement are provided by the Accountemps and OfficeTeam divisions of the Los Angeles, CA branch office ("Branch") of VENDOR. Nothing in this Agreement shall obligate any Vendor branch or division, other than the Accountemps and OfficeTeam division of Branch

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. VENDOR represents that it is skilled and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the reasonable satisfaction of CITY as required by this Agreement.

Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for three additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the amount set forth in annual CITY purchase orders and based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of VENDOR's fee for the services. CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein

Section 4. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. Responsible Principal.

(a) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel

(a) VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be skilled to perform such services. CITY may require the removal of any VENDOR personnel from CITY with or without cause. Supervision of temporary personnel is CITY's responsibility. CITY will not permit or require VENDOR's employees (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables or (v) to operate machinery (other than office machines) or automotive equipment. Since VENDOR is not a professional accounting firm, CITY agrees that it will not permit or require VENDOR's temporary employees (a) to render an opinion on behalf of VENDOR or on CITY's behalf regarding financial statements, (b) to sign the name of VENDOR on any document or (c) to sign their own names on financial statements or tax returns. CITY agrees that it will provide safe working conditions.

(b) Prior to an employee of VENDOR performing services under this Agreement, he/she shall be fingerprinted by the CITY Police Department, at CITY's cost, in order for CITY to conduct a State Department of Justice ("DOJ") background check. VENDOR shall not assign to work at CITY any employee whose criminal background check reveals that he/she has been convicted of a misdemeanor or felony involving moral turpitude.

(c) To the extent permitted by law, VENDOR shall have its third party vendor complete a seven (7) year criminal background investigation for all felony convictions and misdemeanor convictions for crimes of dishonesty (both State and Federal) for the employee's current county of residence as stated on his or her resume.

(d) VENDOR has not engaged in any verification process other than the reference checks in Section 7(c) (e.g., VENDOR has not screened for drug use, administered a medical exam or conducted a criminal background or credit check.).

(e) Resumes, criminal background checks and any other personally identifiable information relating to VENDOR's temporary personnel placed in CITY pursuant to this Agreement are confidential, as defined by law, and shall be maintained by CITY with reasonable care and in accordance with applicable law.

Section 8. Interests of VENDOR. VENDOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with VENDOR.

Section 9. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(b) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+,VII in the latest edition of Best's Insurance Guide.

(d) VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement.

(e) At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement (except workers' compensation coverage) shall contain an endorsement naming the CITY as an additional insured with respect to General Liability Insurance. VENDOR shall include CITY as an Alternate Employer for workers' compensation and employer's liability. In the event the policies required under this Agreement are to be canceled, VENDOR shall endeavor to provide thirty (30) days prior written notice to CITY, and ten (10) days notice for premium nonpayment from the date VENDOR received notice from its insurer.

(f) The insurance provided by VENDOR shall be primary to any coverage available to CITY with respect to General Liability Insurance. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

Section 10. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

(c) VENDOR shall have the right to terminate this Agreement for its convenience at any time upon ninety (90) days prior written notice to CITY. Any respective obligations of VENDOR and CITY hereunder that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

Section 12. Notice. Any notice required to be given to **VENDOR** shall be deemed duly and properly given upon delivery, if sent to **VENDOR** postage prepaid to the **VENDOR**'s address set forth above or personally delivered to **VENDOR** at such address or other address specified to **CITY** in writing by **VENDOR**.

Any notice required to be given to **CITY** shall be deemed duly and properly given upon delivery, if sent to **CITY** postage prepaid to **CITY**'s address set forth above or personally delivered to **CITY** at such address or other address specified to **VENDOR** in writing by **CITY**.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between **CITY** and **VENDOR**, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both **CITY** and **VENDOR**.

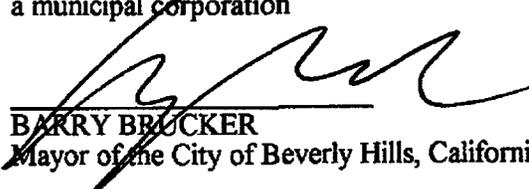
Section 14. Attorney's Fees. In the event that **CITY** or **VENDOR** commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

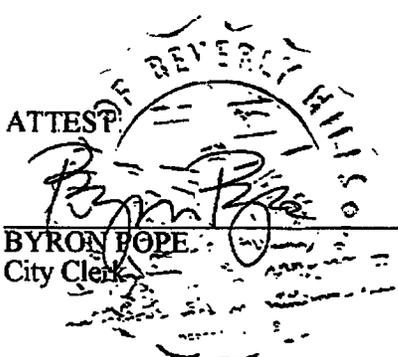
Section 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

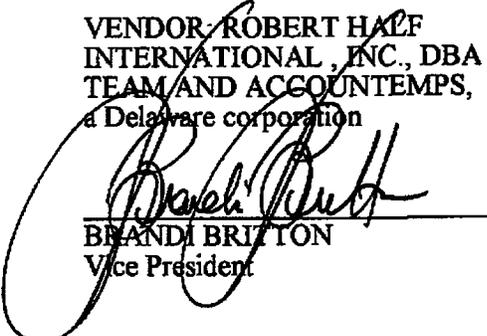
EXECUTED the 7th day of October, 2008 at Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

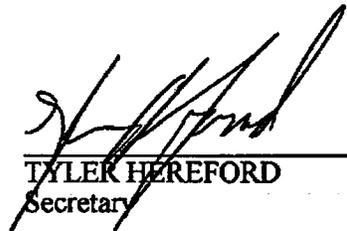

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST

BYRON HOPE
City Clerk (SEAL)

VENDOR: ROBERT HALF
INTERNATIONAL, INC., DBA OFFICE
TEAM AND ACCOUNTEMPS,
a Delaware corporation


BRANDI BRITTON
Vice President

[Signatures continue]



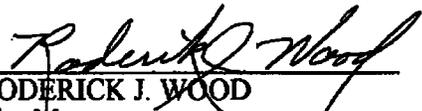
TYLER HEREFORD
Secretary

APPROVED AS TO FORM:

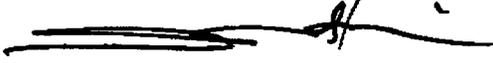


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager



SCOTT G. MILLER
Director of Administrative Services/ Chief
Financial Officer



SANDRA OLIVENCIA
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide temporary staffing needs for CITY on a non-exclusive, as needed basis. VENDOR shall propose candidates to CITY and CITY shall have the right to reject any candidates or request the immediate removal of any VENDOR employee already placed in the CITY. Each VENDOR employee who performs work under this Agreement shall be fingerprinted by CITY Police Department in accordance with Section 7 of this Agreement. CITY shall not require VENDOR's employees to drive during their temporary assignment with CITY.

EXHIBIT B-1

Compensation

1. COMPENSATION FOR TEMPORARY STAFFING:

For all positions, CITY shall pay no more than 30% of the CITY's published minimum hourly pay rate.

(a) If a VENDOR employee does not meet CITY's expectations, VENDOR shall not charge CITY for the first four hours of work. CITY may use this offer in conjunction with any other VENDOR offer.

(b) The first four hours shall be free to CITY on any assignment of 30 days or more in which VENDOR employee must receive training or orientation. CITY may use this offer in conjunction with any other VENDOR offer.

(c) The first four hours of VENDOR'S first assignment of 30 days or more in any CITY department shall be free to CITY. CITY may use this offer in conjunction with any other VENDOR offer.

(d) In the event that the work schedule of a temporary position has an alternate schedule, such as a 9/80 or 4/10, CITY shall not pay VENDOR overtime.

2. COMPENSATION FOR EMPLOYMENT BY CITY

(a) CITY may directly employ VENDOR employees without compensation to VENDOR upon completion by such employee of 480 hours worked in the CITY.

(i) For direct hire and temp-to-perm placements, CITY will pay VENDOR 15% of the hired employees annual salary. This fee (the "Fee") shall be prorated based upon the number of hours worked.

(ii) The Fee shall be calculated by (i) multiplying the annual salary by 15%; (ii) dividing that by 480 hours to establish the hourly rate; (iii) subtracting the number of hours worked to date from 480 hours; (iv) multiplying the hourly rate by the number of hours remaining.

(b) VENDOR guarantees all direct hire and temp-to-perm placements for ninety (90) calendar days beginning on the first day of employment as a CITY employee. Should the placed employee prove to be unsatisfactory for any reason within the first ninety (90) days of employment, VENDOR shall replace the employee at no additional charge.

(c) If VENDOR employee is released or leaves during the 480 hour period, VENDOR shall replace the employee and reduce the release period by the number of hours worked. For example, if said employee is released or leaves after 100 hours, the replacement employee may be hired after 380 hours of work at CITY without a fee.

(b) VENDOR shall provide CITY thirty (30) days prior written notice of any change in the rates set forth in this Exhibit. The rate changes are subject to the prior written approval of the City Manager or his designee.

EXHIBIT B-2

Schedule of Payment

VENDOR shall submit an itemized statement to CITY for its services performed for the prior month which shall include documentation on a form approved by CITY, setting forth in detail a description of the services rendered and the hours of service. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

**A.
B.
C.**

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE: _____

BY: _____

Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

Attachment 2



Scott G. Miller, Director
Administrative Services

August 20, 2012

Alexandra Watson
Metro Market Manager, Robert Half International
10877 Wilshire Blvd. 4th Floor
Los Angeles, CA 90024

NOTE: ORIGINAL CONTRACT #429-08

Re: Agreement between the City of Beverly Hills and Robert Half International DBA Office Team and Accountemps to Provide Temporary Staffing on As-Needed Basis, Agreement Number 16-11

Dear Ms. Watson,

The purpose of this letter is to extend the time of performance of the Agreement set forth in Section 2, which provides that the City Manager or his designee may extend such time in writing pursuant to ~~the same terms and conditions of the Agreement.~~ The time of performance is hereby extended to October 7, 2013.

Very truly yours,

Scott G. Miller, Ph.D.
Director of Administrative Services and
Chief Financial Officer

NOTE: SECOND EXTENSION TO #429-08
EXPIRES 10/7/2013

cc: Byron Pope, City Clerk
Laurence S. Weiner, City Attorney