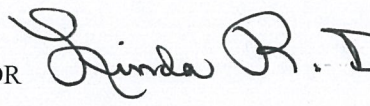

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: NOVEMBER 2, 2016

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: AGREEMENT- ROBERT HALF INTERNATIONAL, INC.

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY INFORMATION TECHNOLOGY AND ROBERT HALF INTERNATIONAL, INC. FOR TEMPORARY SERVICES.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE NOVEMBER 7, 2016 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY
DAN PEASE, DIRECTOR, INFORMATION TECHNOLOGY

RH Customer Agreement for Temporary Services

This RH Customer Agreement for Temporary Services (the "Agreement") governs transactions by which you retain the Services of Robert Half International Inc., doing business through its division Robert Half Technology ("RH"), to assist **Tulsa County** ("you" or "your") in meeting its staffing needs.

Part 1 - General

1.1 Definitions

"Assigned Individual" means the individual assigned to you by RH.

"Branch" means the RH branch located at the address identified on page 2 of this Agreement.

"Services" means the provision of services by the Assigned Individual to you.

1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A and Exhibit B, 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. All transactions under this Agreement will have a job arrangement letter, which will be sent to you when RH provides Services to you. In order to initiate Services, you will provide RH with notice (e.g., via telephone, e-mail, facsimile or mail) describing the Services you need 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 you a job arrangement letter.

If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter.

You accept the terms in a job arrangement letter by your approval of the Assigned Individual's weekly timesheet or electronic time record.

Services become subject to this Agreement when RH accepts your order by 1) sending you a job arrangement letter, or 2) providing the Services.

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. You agree to pay accordingly.

1.4 Changes to the Agreement Terms

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, you are entitled to recover damages from RH. Regardless of the basis on which you are 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.

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. RH will maintain workers' compensation insurance and commercial liability insurance covering the Assigned Individuals providing services to you hereunder.
- 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 Individuals.
- 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 until June 30, 2017, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other. The Agreement may be renewed by mutual written agreement of the parties.

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.

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.

Part 2 - Services

- 2.1 If you require RH to perform background checks or other placement screenings of the Assigned Individuals, you agree to notify RH prior to the start of Services under this Agreement. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If you request a copy of the results of any checks conducted on RH's Assigned Individuals, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.
- 2.2 You agree that you are responsible for supervising the Assigned Individuals. You 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 (e.g., on premises other than your or your customer's premises), 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 You agree that you 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 You agree that you are 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 you have reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.
- 2.5 You agree that you are 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 your company. You agree that you are 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. You are responsible for obtaining the Assigned Individual's signature. You agree 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 you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

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 you 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.

Agreed to:
Tulsa County Board of County Commissioners

By _____
Authorized signature

Name (type or print):

Date:

Customer address: Carol Crowson Annex Building 633
W. 3rd, Tulsa, OK 74127

Agreed to:
Robert Half International Inc.

By 
Authorized signature

Name (type or print): Rob Robinson

Date: 10/17/14

Branch address: 8801 S. Yale Ste 450, Tulsa, Ok
74137

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

Exhibit A

Assigned Individuals are assigned to you under the following additional terms:

1. **Guarantee** - RH guarantees your satisfaction with the Services of the Assigned Individual by extending to you a five-day (40 hours) guarantee period. If, for any reason, you are dissatisfied with the Assigned Individual, RH will not charge for the first forty hours worked, provided that you allow RH to replace the Assigned Individual. Unless you contact RH before the end of the first forty hour guarantee period, you agree that the Assigned Individual is satisfactory.
2. **Time Sheet** - Assigned Individuals will present a time sheet or an electronic time record to you or your representative for verification and approval at the end of each week. RH will bill you weekly for the total hours worked; RH's invoices are due within 20 days of receipt of an uncontested invoice, including applicable sales and service taxes all of which are payable by you. 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 1.50 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 You** - After you evaluate the performance and potential of an Assigned Individual on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire 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. You also agree 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 your customers as a result of the Assigned Individual providing services to that customer.

The conversion fee will be owed and invoiced upon your 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:

Hours Billed and Paid	Conversion Rate
0 to 173 Hours	20%
174 to 346 Hours	15%
347 to 520 Hours	10%
521 Hours or more	No fee

Exhibit B

Bill rates will be negotiated on a case-by-case basis.