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C-8904-2
01/27/2016

AMENDMENT NO. 2
TO
FEE SCHEDULE & GUARANTEE AND COVER LETTER
BETWEEN THE CITY OF GLENDALE, ARIZONA
AND
ROBERT HALF TECHNOLOGY (Contract No. C-8904)

This Amendment No. 2 to the Fee Schedule & Guarantee and cover letter (the "Second Amendment") is made this 27 day of January, 2016 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Robert Half Technology, a division of Robert Half International Inc., a(n) Delaware corporation ("Contractor").

RECITALS

A. City and Contractor previously entered into an agreement contained in the Fee Schedule & Guarantee and cover letter documents signed by the parties and filed by the City as Contract No. C-8904, dated April 18, 2014 (the "Agreement"); and

B. City and Contractor amended the Agreement in March 2015 (the "First Amendment"); and

C. City and Contractor wish to modify and amend the Agreement and the First Amendment subject to and strictly in accordance with the terms of this Second Amendment.

AGREEMENT

In consideration of the mutual promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Contractor agree as follows:

1. **Scope.** Contractor will refer to City direct-hire search candidates for the City's technical staff. This recruitment is in addition to the system administrator, Oracle DBA and senior network administrator positions originally addressed in the Agreement and First Amendment.

2. **Capitalized Terms.** Unless defined in this Second Amendment, all capitalized terms have the same meaning as given in the Agreement and First Amendment.

3. **Other Terms.** Other than the terms specifically described in this Second Amendment, all other terms in the Agreement are unmodified and remain in effect.

CITY OF GLENDALE, an Arizona municipal corporation

Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Robert Half International Inc.

By: Todd Hall
Title: District Director

C-8904
05/21/2014

Robert Half Technology

2375 E. Camelback Road
Suite 290
Phoenix, AZ 85016

T 602.224.2486
F 602.224.4870

phoenix@rht.com

April 18, 2014

Personal & Confidential
Diana Bundschuh
City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301

Dear Diana,

Thank you for selecting Robert Half Technology to meet your staffing needs. We look forward to working with you in your search for a System Administrator and Oracle DBA.

Based on our conversation, if Robert Half Technology refers a successful candidate for the position (s) noted above, we agree to a fee of 22.5% of the annual stated salaries. For any candidate we refer for this position(s), this letter and all additional terms in the enclosed Fee Schedule & Guarantee will represent the terms of our agreement. We will send you a letter of confirmation regarding this agreement when a candidate has been selected.

Our company checks selected references on our candidates. To assist you in determining whether or not you should conduct any additional pre-employment background checks, we invite you to read our booklet, *What You Should Know About Background Checks* at *www.roberthalf.us/background*. We hope you find it a useful resource.

Robert Half Technology is a leading provider of IT professionals on a consulting and full-time basis. We are a division of Robert Half International, the world's leader in specialized consulting and staffing services since 1948.

We appreciate your business and look forward to working with you to locate a candidate who will be a valuable addition to your company. In the meantime, please do not hesitate to contact us if you have questions or if we can be of additional service.

Sincerely,

Curtis Barrett
Division Director

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Robert Half Technology has interviewed this candidate. We usually check candidate references by asking specific questions of selected previous employers with regard to qualifications and work history. Robert Half Technology has not verified all representations made by the candidate in this resume. We recommend that our clients also perform their own reference checking.

Robert Half Technology

2375 E. Camelback Road
Suite 290
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F 602.224.4870

phoenix@rht.com

FEE SCHEDULE & GUARANTEE

Thank you for your confidence in *Robert Half Technology!*

Our fees, payable by you, the employer, are contingent on the hiring of a candidate referred by one of our offices. The fees are thirty-five percent (35%) of the agreed annual starting salary.

All fees are earned at the time the candidate accepts the position and the fees will be invoiced no more than ten (10) calendar days before the scheduled starting day of employment. Invoices are payable fifteen (15) calendar days from the invoice date. Applicable sales and service taxes will be added to the above amounts.

We reserve the right to include as annual salary any expected bonus, commission or guaranteed increase in salary which is part of the initial employment offer.

ROBERT HALF TECHNOLOGY GUARANTEE

If the full fee is paid within fifteen (15) calendar days from the invoice date, a ninety (90) calendar day pro rata guarantee will be in effect. Otherwise, a thirty (30) calendar day pro rata guarantee will be in effect. In either case, if the employee's employment terminates for any reason other than reorganization, elimination of position, takeover or material change in job responsibility within the applicable guarantee period, we will refund a pro rata portion of the full fee actually paid to us for such candidate or issue a pro rata credit for such amount in the event we provide a replacement. The refund or credit will be equal to 1/90th or 1/30th of the full fee actually paid to us for such candidate, as applicable, multiplied by the number of calendar days remaining in the guarantee period as of the last day of employment.

REFERRALS
The fee applies to candidates referred by us for a specified or an alternate position, and employed by you (or an affiliate or any other entity as a result of subsequent referrals by you), either as an employee, consultant or independent contractor, within twelve (12) months from the date of our last referral of a candidate.

BACKGROUND INQUIRIES
We usually check candidate references by asking specific questions to selected previous employers with regard to qualifications and work history. **There are substantial legal restrictions on the use and communication of various types of employment-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks.** You should conduct such additional reference inquiries of previous employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the candidate, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. We are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.

NO CONTRARY AGREEMENTS
This Fee Schedule & Guarantee and the attached cover letter contain the complete and final agreement on the topics discussed herein and supersede any prior agreements or understandings on these topics. If there is a conflict between this Fee Schedule & Guarantee and the attached cover letter, the attached cover letter will prevail over a conflicting term in this Fee Schedule & Guarantee. Our employees do not have the authority either to verbally modify this Fee Schedule & Guarantee or to assume additional responsibilities (except as set forth in the attached cover letter) other than those set forth in this Fee Schedule & Guarantee.

All referrals are made in confidence. Acceptance of our candidate referrals constitutes acceptance of the terms of this fee schedule.

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Robert Half Technology has interviewed this candidate. We usually check candidate references by asking specific questions of selected previous employers with regard to qualifications and work history. Robert Half Technology has not verified all representations made by the candidate in this resume. We recommend that our clients also perform their own reference checking.

ADDENDUM

The City of Glendale, Arizona ("City") and Robert Half International Inc., doing business through its permanent placement division Robert Half Technology ("Contractor") further agree as follows:

I. Conflicts. The **Fee Schedule & Guarantee** (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes ("A.R.S.") § 38-511.

II. Immigration Law Compliance.

A. To the extend applicable, Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all applicable federal immigration laws and regulations that relate to their employees as well as compliance with the applicable portions of A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

B. Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

C. City retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under the Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.

D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this **Paragraph II**.

E. Contractor agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

F. Contractor's warranty and obligations under this **Paragraph II** to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

III. Entire Agreement. The Agreement, the cover letter dated April 18, 2014, the Fee Schedule & Guarantee, and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum. This **Paragraph III** explicitly supersedes and replaces the conflicting language in the Agreement. The Agreement and Addendum are only applicable to, and the only Robert Half International Inc. branch and division obligated under this Agreement are, the permanent placement division of Robert Half Technology located at 2375 E. Camelback Road, Suite 290, Phoenix, AZ 85016.

IV. Not-to-exceed. City will not pay Contractor more than Forty-Five Thousand Dollars ($45,000) for Contractor's services performed pursuant to the Agreement.

V. Addendum and Agreement Conflict. In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

Contractor: Todd Hall

5/15/14

Date

City

5/20/14

Date

ATTEST:

City Clerk

Approved as to form

City Attorney