

AGENDA ITEM



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Authorize City Manager to Execute Amendment to Professional Services Agreement with Robert Half Technology (\$60,000).
MEETING DATE: February 1, 2012
PREPARED BY Information Systems Manager

RECOMMENDED ACTION: Authorize City Manager to Execute Amendment to Professional Services Agreement with Robert Half Technology (\$60,000).

BACKGROUND INFORMATION: The City's Network Administrator position was vacated by a departing employee in September 2011. The position was temporarily filled by a contractor hired through Robert Half Technology.

Acting within his signing authority, the City Manager entered into a not-exceed-\$20,000 agreement with the Half organization. In the meantime, the City conducted a full recruitment for the position last fall and the contract employee, who also applied for the full time appointment, was selected as being the most qualified applicant. As is typical, the Half agreement stipulates that a fee will be paid by the contracting party if the employee is hired permanently. Staff negotiated a zero-fee arrangement if the contract employment lasted approximately six months (until April 6, 2012). Authorizing the City Manager to execute the amendment to this agreement will eliminate the need to pay the fee, which would be 35 percent of the position's annual salary, or approximately \$29,000. Staff believes this is the most cost-effective approach to handling the conversion fee.

Staff anticipates the annual personnel costs for this position to be significantly less than the contract rate.

Staff recommends amending the professional services contract with the Robert Half Technology organization and authorizing the City Manager to exceed the current \$20,000 limit for this service, which will give the City ample time to transition the incumbent from contractor to regular city employee status.

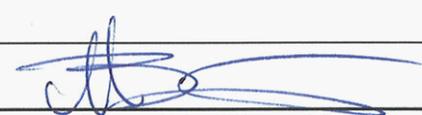
FISCAL IMPACT \$60,000 or less.

FUNDING: Included in FY 2011/12 Budget: 100411.7323


Jordan Ayers
Deputy City Manager/Internal Services Director

Prepared by: Steve Mann. Information Systems Manager

APPROVED:


Konradt Bartlam, City Manager

CONTRACTAMENDMENTAGREEMENT

ROBERT HALF INTERNATIONAL INC., dba
ROBERT HALF TECHNOLOGY

THIS CONTRACT AMENDMENT made and effective this 1st day of February, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY, and ROBERT HALF INTERNATIONAL INC., doing business through its division, ROBERT HALF TECHNOLOGY, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a contract for Robert Half International Inc., dba Robert Half Technology, on October 3, 2011, providing that the contract could be amended by mutual agreement of the parties.
2. TERM AND TERMS: The term of the Amended Contract shall be for the period commencing on February 1, 2012 and terminating April 30, 2012. All other terms and conditions will remain as set forth in the Contract for Robert Half International Inc., dba Robert Half Technology, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
3. Exhibit B shall be amended to increase the not to exceed amount to \$60,000. The not to exceed figure is inclusive of and not in addition to the original \$20,000 not to exceed amount.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on _____, 2012.

CITY OF LODI, a municipal corporation
hereinabove called "Owner"

ROBERT HALF INTERNATIONAL INC., dba
ROBERT HALF TECHNOLOGY, hereinabove
called "Contractor"

KONRADT BARTLAM
City Manager

Attest:

By: _____

Title: _____

RANDI JOHL
City Clerk

Approved as to Form:

JANICE D. MAGDICH
Deputy City Attorney



AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1

PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on October 3 2011, by and between the CITY OF LORI, a municipal corporation (hereinafter "CITY"), and Robert Half International Inc., doing business through its division, Robert Half Technology, (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for IT SUPPORT SERVICES (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2

SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A. CITY agrees to comply with CONTRACTOR's terms and conditions as set forth in Exhibit A (General Conditions of Assignment).

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted.

CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, of will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on October 3, 2011 and terminates upon the completion of the Scope of Services or on October 3, 2012, whichever occurs first.

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a weekly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable as set forth in Exhibit A. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal provided in Exhibit B.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services provided under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records directly pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information reasonably requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of inspecting and copying such books, records, accounts, and other material that are directly relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race,

color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the applicable Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA. CONTRACTOR shall only be responsible for and shall bear all costs associated with ensuring that all requirements of the ADA are satisfied with respect to any and all CONTRACTOR's employees performing services on an individual basis which shall not include material improvements to CITY's premises including but not limited to access for ingress or egress, or infrastructure improvement.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, and employees from and against any third party claims, damages, losses, and expenses (including reasonable attorney's fees), directly arising out of performance of the services to be performed under this Agreement, provided that any such third party claim, damage, loss, or expense is caused by the negligent acts, or omissions of CONTRACTOR, anyone directly employed by CONTRACTOR, except those injuries or damages arising out of the negligence of the City of Lodi or its officers or agents.

Notwithstanding anything to the contrary herein, CONTRACTOR shall not be liable for any claims for infringement of intellectual property rights resulting from (a) anything which indemnified parties provide which is incorporated into the work product, (b) CONTRACTOR's compliance with any designs, specifications, or instructions provided by indemnified parties or by a third party on an indemnified party's behalf; (c) indemnified party/ies's modification of the work product; or (d) the combination, operation, or use of the work product with other products.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services, except as expressly provided herein. CONTRACTOR is a temporary staffing firm and is not in the business of providing project-based services or deliverables. CONTRACTOR shall be compensated on an hourly basis only as set forth in Exhibit A.

Section 4.6 insurance Requirements for CONTRACTOR

CONTRACTOR shall maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn:

To CONTRACTOR: Robert Half Technology
 1776 W March Lane, Suite 200
 Stockton, California 95207-6450.

A copy of any notice sent to CONTRACTOR shall also be sent to Robert Half International Inc., 2613 Camino Ramon, San Ramon, California 94583-9128, and Attention: Client Contracts Department, (415) 402-6970 (facsimile).

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards with regard to the manner and means of accomplishment thereof.

Section 4.99 Termination

Either party may terminate this Agreement, with or without cause, by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.42 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws. but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

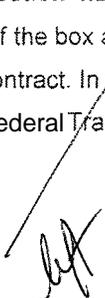
CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at (right) is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.



Section 4.22 Branch Limitation. This Agreement is only applicable to: and the only Robert Half International Inc. branch and division obligated under this Agreement is, the Robert Half Technology division of the branch located at 1776 W March Lane, Suite 200, Stockton, California 95207-6450.

Section 4.23 Background Checks. In addition to completing the reference checks identified in Exhibit A and to the extent permitted by applicable law, CONTRACTOR will engage a third party vendor to complete a seven (7) year criminal background investigation for all state felony convictions and pending charges and state misdemeanor convictions and pending charges for crimes of dishonesty or violence in every county where the individual has resided or worked within the U.S. in the last seven (7) years as stated on his or her application; and to conduct a 5 panel urine drug screen. The results of the drug screen will be provided directly to CITY; CITY will notify CONTRACTOR of CONTRACTOR's employee's eligibility for assignment. If CITY requests a copy of the Report, CITY agrees (i) to keep the Report strictly confidential and to use the Report for employment purposes only; and (ii) to adhere to the Notice to Users of Consumer Reports: Obligations of Users Under the FCRA which can be found at <http://www.ftc.gov/os/2004/07/040709fcraappxh.pdf>.

Section 4.24. Survivability. The following clauses shall survive *the expiration* or termination of this Agreement: Section 2.1 (Scope of Services); 2.6 (Term); Section 3.1 (Compensation); Section 3.2 (Method of Payment); Section 3.3 (Costs); 4.3 (Indemnification and Responsibility for Damage); 4.6 (Insurance Requirements for Contractor); 4.8 (Notices); 4.11 (Termination); 4.12 (Confidentiality); 4.13 (Applicable Law, Jurisdiction, Severability, and Attorney's Fees); and 4.22 (Branch Limitation).

Section 4.25 Modification of Contractor's General Conditions of Assignment. CONTRACTOR agrees that in Exhibit A (Scope of Services) in *the* last sentence in the provision opposite the heading "Limitation on Liability" in the General Conditions of Assignment is deleted and replaced with the following:

"We will not be liable for incidental, indirect or consequently damages or lost profits; and for liabilities required to be insured by Section 4.6 of this Agreement, City agrees to limit all claims for damages under this Agreement to the applicable policy limits. For uninsured liabilities, City agrees that the maximum liability for any specific assignment will not exceed the fees actually paid to CONTRACTOR for that assignment."

Section 4.26 Modification of Contractor's General Conditions of Assianment. CONTRACTOR agrees that in Exhibit A (Scope of Services) in the last paragraph in the provision opposite the heading "Client's Responsibilities" in the General Conditions of Assignment is hereby deleted.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:



RANDI JUHL
City Clerk

CITY OF LODI, a municipal corporation

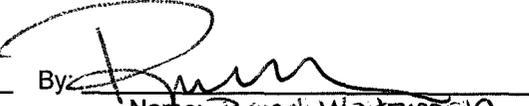


KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By:  _____

ROBERT HALF INTERNATIONAL INC. ^{EOE}:

By:  _____

Name: Randi Weitzman
Title: Vendor Market Manager

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Fee Proposal
- Exhibit C - Insurance Requirements

CArev.01.2011



October 3, 2011

STEVE MANN
CITY OF LODI
221 W PINE ST
LODI, CA 95240-2019

Job Order Number: 00450-112873

Dear Steve,

Thank you for selecting Robert Half Technology to meet your staffing needs. Matthew Casson is scheduled to start with City of Lodi as a Network Administrator on 10-03-2011. Please find the enclosed General Conditions of Assignment and Terms of Payment for your review.

Our professional will submit either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the Robert Half Technology General Conditions of Assignment and Terms of Payment.

With more than 100 locations in North America, Europe and Asia, Robert Half Technology is a leading provider of technology professionals on a consulting basis. We are a division of Robert Half International, the world's leader in specialized consulting and staffing services since 1948.

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,

Robert Half Technology
1776 W March Lane
Suite 200
Stockton, CA 95207
(800) 793-5533

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half Technology*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

Scope of Background Inquiries	<p>We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. There are substantial legal restrictions on the use and communication of various types of personnel-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 or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, 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. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.</p>
Client's Responsibility	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of <i>Robert Half Technology</i>.</p> <p>You shall not permit or require our professional to make any final decisions on your behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require our professional to make any management decisions.</p> <p>It is understood that you are 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, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half Technology</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial, accounting services or software developed for you. We will not be liable for incidental, indirect or consequential damages or lost profits, and our maximum liability for any specific assignment, in any case, will not exceed the fees actually paid to us for that assignment.</p>
Employment Taxes and Withholdings	<p><i>Robert Half Technology</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00450-1 12873

Date: 10-03-2011

TERMS OF PAYMENT

Thank you for your confidence in *Robert Half Technology*. Our professional for the assignment of a Network Administrator is Matthew Casson. The assignment will start on 10-03-2011. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of \$53.00 per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Robert Half Technology* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

Guarantee	<i>Robert Half Technology</i> guarantees your satisfaction with our professional's services by extending to you a three-day (24 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Robert Half Technology</i> will not charge for the first twenty-four hours worked, provided that <i>Robert Half Technology</i> replaces the individual assigned. Unless you contact us before the end of the first 24 hours guarantee period, you agree that our professional assigned is satisfactory. We make no other warranty, either express or implied.
Time Sheet	Our professional will submit either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Robert Half Technology</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
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.
Hiring the Person Referred to You	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, 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 our professional assigned to you is hired by a subsidiary or other related company or business as a result of your referral of our professional to that company.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of his invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$ 1,000.</p>
General Conditions	<p><i>Robert Half Technology</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half Technology</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided.</p>

Job Order: 00450-112873

Date: 10-03-2011

Exhibit B

Fee Proposal:

Bill Rate will be \$53 per hour for Network Administrator position. Contract total not to exceed \$20,000

CONTRACTOR shall have no obligations to continue performance once the not-to-exceed dollar amount limitation has been attained. CITY shall have the responsibility to monitor fees charged in relation to the not-to-exceed amount. CITY will either terminate the Agreement or increase the not-to-exceed amount prior to attainment of the not-to-exceed dollar amount limitation. CITY shall be responsible for all charges for Services *in* the event CITY fails to notify CONTRACTOR of termination of this Agreement or an increase of the not-to-exceed amount.

Osborne. Ken (00450)

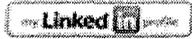
Ken Osborne

Account Executive

Robert Half Technology - "we get IT, we speak IT, we know IT"

Phone ☎ 209-513-9885 cell ☎ 925-352-8975 fax ☎ 209-474-7152

See me at:



From: Randolph Goddard, Rosalia (HQP)

Sent: Tuesday, October 11, 2011 2:07 PM

To: Osborne, Ken (00450)

Subject: RE: City of Lodi Agreement - Confidential Communication - Attorney/Client Privileged Communication

Hi Ken,

It is okay for the candidate to do a 980 shift.

We do not need to modify the contract as we are not going to charge the client for any overtime for the 980 shift.

Please note: Prc-approved overtime hours worked above the 980 shift, can and will be billed to the client.

Warmly,

Kosie Goddard, Esq.

Client Contracts Department

Robert Half international Inc.

2613 Camino Roman

San Ramon, California 94583

Direct: 925.913.2957

e-mail: rosalia.randolph.goddard@rhi.com

Prepared by RHI Attorney

Exhibit C

Insurance Requirements:

Insurance Requirements for Contractor The Contractor shall maintain insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from third party claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, ~~whether~~ such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. GENERAL LIABILITY 2. AUTOMOBILE LIABILITY
\$1,000,000 Ea. Occurrence \$1,000,000 - Ea. Occurrence

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring. A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance outlined in 1 and 2 above shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional insureds but only for third party claims causing bodily injury or property damage as a result of negligence. (This endorsement shall be on a form Furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance outlined in 1 and 2 above shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and *not* contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively. but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability or transfer any rights or duties

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240; but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240; but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half Technology*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

Scope of Background Inquiries	<p>We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. There are substantial legal restrictions on the use and communication of various types of personnel-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 or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, 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. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.</p>
Client's Responsibility	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of <i>Robert Half Technology</i>.</p> <p>You shall not permit or require our professional to make any final decisions on your behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require our professional to make any management decisions.</p> <p>It is understood that you are 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, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half Technology</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial, accounting services or software developed for you. We will not be liable for incidental, indirect or consequential damages or lost profits, and our maximum liability for any specific assignment, in any case, will not exceed the fees actually paid to us for that assignment.</p>
Employment Taxes and Withholdings	<p><i>Robert Half Technology</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00450-112873

Date: 10-03-2011

TERMS OF PAYMENT

Thank you for your confidence in *Robert Half Technology*. Our professional for the assignment of a Network Administrator is Matthew Casson. The assignment will start on 10-03-2011. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of \$53.00 per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Robert Half Technology* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

Guarantee	<i>Robert Half Technology</i> guarantees your satisfaction with our professional's services by extending to you a three-day (24 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Robert Half Technology</i> will not charge for the first twenty-four hours worked, provided that <i>Robert Half Technology</i> replaces the individual assigned. Unless you contact us before the end of the first 24 hours guarantee period, you agree that our professional assigned is satisfactory. We make no other warranty, either express or implied.
Time Sheet	Our professional will submit either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Robert Half Technology</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
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.
Hiring the Person Referred to You	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, 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 our professional assigned to you is hired by a subsidiary or other related company or business as a result of your referral of our professional to that company.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.</p>
General Conditions	<p><i>Robert Half Technology</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half Technology</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided.</p>

Job Order: 00450-112873

Date: 10-03-2011



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/15/2011

the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

APPROVED

CONTACT NAME: Management Half Certificates
 PHONE (A/C, No, Ext): 818-539-1463 FAX (A/C, No): 818-539-1801
 E-MAIL: 15-2011
 ADDRESS: Robert Half certificates@ajg.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Federal Insurance Company	NAIC # 20281
INSURER B: Insurance Co of the State of PA	19429
INSURER C: Executive Risk Indemnity Inc	35181
INSURER D:	
INSURER E:	
INSURER F:	

PRODUCER 1-818-539-2300
 Arthur J. Gallagher & Co.
 Insurance Brokers of California, Inc. License #0726293
 505 North Brand Boulevard, Suite 600
 Glendale, CA 91203-3944

INSURED
 Robert Half International Inc.
 2613 Camino Ramon
 San Ramon, CA 94583

COVERAGES **CERTIFICATE NUMBER: 24087485** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Employer Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			35796687	06/01/11	06/01/12	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 Employer Liability \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			79217107	06/01/11	06/01/12	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	015883629-AOS/015883630-CA	06/01/11	06/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
B				015883631-FL	06/01/11	06/01/12	E L EACH ACCIDENT \$1,000,000
B				015883632-MA WI	06/01/11	06/01/12	E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000
C	Professional Liability			68021515	03/31/11	03/31/12	Per Claim/Aggregate 5,000,000
C	Crime/Fidelity			81675749	03/31/11	03/31/12	Each Loss 3,000,000
A	Personal Property w/ TIB			35796687	06/01/11	06/01/12	Property Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Named Insured includes the following: Accountemps, Office Team, Robert Half Finance & Accounting, Robert Half Technology, Robert Half Management Resources, Robert Half Legal, The Creative Group, and BMK Services, Inc. dba: Benchmark Staffing which are direct subsidiaries of the parent company: Robert Half International 2613 Camino Ramon; San Ramon CA 94583. Insurance is primary and non-contributory.
 Evidence of Insurance Only.

CERTIFICATE HOLDER

City of Lodi
 221 W Pine
 Lodi, CA 95240
 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry Campbell

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Liability Insurance

Endorsement

<i>Policy Period</i>	<i>June 1, 2011 to June 1, 2012</i>
<i>Effective Date</i>	<i>June 1 2011</i>
<i>Policy Number</i>	<i>3579-66-87 SFO</i>
<i>Insured</i>	<i>Robert Half International Inc. (see Named Insured Endt.)</i>
<i>Name of Company</i>	<i>Federal Insurance Company</i>
<i>Date Issued</i>	<i>June 1, 2011</i>

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is **An** Insured, the following provision is added

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence

Liability Endorsement
(continued)

Schedule

Additional Insured - any person, **party** or entity for whom the Insured has agreed, prior to loss, to provide coverage as respects the Insured's operations and/or facilities owned or used by the Insured.

All other terms **and** conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(INCLUDING PRIMARYINON-CONTRIBUTORY AND SEPARATION OF INSUREDS PROVISIONS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED- (Section II) is amended to include any person or organization that you agree in a verbal contract or agreement or a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by your acts or omissions or "your work or by your subcontractor in the performance of "your work to which the verbal contract or agreement or "written contract requiring insurance" applies.

The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. LIMITATIONS

The insurance provided to the additional insured by this endorsement is limited as follows:

- a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". In absence of a "written contract requiring insurance", the limits of insurance available to the additional insured shall be \$1,000,000 for the sum of all damages because of "bodily injury", "property damage" and "personal injury". This endorsement shall not increase the limits of insurance described in Section III - Limits of Insurance.
- b) The insurance provided to the additional insured by this endorsement shall be limited to the more restrictive of:
 - i. The scope of coverage required by contract or agreement; or
 - ii. What is insured by this Coverage Part.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- d) If you have agreed to provide insurance to the additional insured pursuant to a contract or agreement with a third party media production company then the insurance provided to the additional insured shall be limited to liability for "bodily injury", "property damage" or "personal injury" caused by or arising from the specific media being produced on your behalf.

3. PRIMARYINON-CONTRIBUTORY AMENDMENT TO OTHER INSURANCE CLAUSE

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.

4. CONDITIONS

As a condition of coverage provided to the additional insured by this endorsement:

- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may give rise to a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured, must:
 - i. Immediately record the specifics of the claim or "suit" and the date received;
 - ii. Notify us as soon as practicable; and
 - iii. See to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance simultaneously which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the First Named Insured, this insurance applies:

- a) As if each Named Insured were the only Named Insured; and
- b) Separately to each insured against whom claim is made or "suit" is brought.

6. DEFINITIONS

The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a) After the signing and execution of the contract or agreement by you;
- b) While that part of the contract or agreement is in effect; and
- c) Before the end of the policy period.