SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND ROBERT HALF INC.

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second Amendment") is made and entered into on December 3, 2024, by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and Robert Half Inc., a Delaware corporation ("Contractor").

WHEREAS, on June 18, 2024, the parties hereto entered into an Agreement for Project Services (the "Agreement");

WHEREAS, on September 17, 2024, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to add an Administrative Assistant position, extend the term to March 31, 2025, and increase the total compensation limit to $79,999; and

WHEREAS, the parties hereto now desire to further amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **TERM AND TIME OF COMPLETION**. Exhibit "B" of the Agreement, as amended by Exhibit "B-1" hereto, is hereby further amended to add Exhibit "B-2" which extends the term of the Agreement to March 31, 2025. Exhibit "B-2" is attached hereto and incorporated by this reference.

2. **COMPENSATION.** Exhibit "C" of the Agreement, as amended by Exhibit "C-1" hereto, is hereby further amended to add Exhibit "C-2" to increase Contractor's compensation limit by $32,500, setting a new total not-to-exceed amount of $112,499. Exhibit "C-2" is attached hereto and incorporated by this reference. Contractor shall continue to be compensated for the services described in Exhibits "A" and "A-1".

3. **NO OTHER AMENDMENTS**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 3rd day of December, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

ROBERT HALF INC.,
a Delaware corporation

Signed by:
David Saidnia
204531F4C607428...

By: _____
Name: David Saidnia
Title: Regional Director

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney

EXHIBIT "B-2"

TERM AND TIME OF COMPLETION

TERM: The term of this Agreement shall be extended to March 31, 2025 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C-2"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. **AMOUNT.** Contractor shall be paid in accordance with the hourly rates specified in the Agreement and all amendments hereto. The total not-to-exceed compensation limit under this Agreement, including all amendments hereto, is hereby increased by $32,500, for a new total not-to-exceed amount of $112,499.

Title	Name of Assigned Individual	Hourly Bill Rate
Administrative Assistant	TBD	$36.50/hr
Total Not to Exceed Amount		**$112,499**

In the event City wishes to convert any of Contractor's Assigned Individuals, City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a percentage of the Assigned Individual's aggregate annual compensation, including bonuses, based on the length of assignment. City agrees to pay a conversion fee if Contractor's Assigned Individual is hired by an affiliate or other related business entity as a result of City's subsequent referral of the Assigned Individual or one of City's customers as a result of Assigned Individual providing services to that customer. The conversion fee is payable if City hires the Assigned Individual, regardless of the job 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. The same calculation will be used if City converts Contractor's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than $1,000.

The conversion fee will equal a percentage of the Professional’s aggregate annual compensation, including bonuses, based on the length of assignment:

0-159 hours worked = 20% of person’s annual base salary
160+ hours worked = 17% of person’s annual base salary
320+ hours worked = 14% of person’s annual base salary
480+ hours worked = 11% of person’s annual base salary
640+ hours worked = 8% of person’s annual base salary
720+ hours worked = 5% of person’s annual base salary
880+ hours worked = $2000 flat fee

B. **METHOD OF PAYMENT**. The Assigned Individual will present a timesheet or an electronic time record to City for verification and approval at the end of each week. Contractor will bill City weekly for the total hours worked. 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. Contractor may charge City a fee for the provision of equipment or technology, if City requests that the Assigned Individual use equipment or technology provided by Contractor. Contractor may also increase Contractor's rates to reflect increases in Contractor's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits, or other costs. Contractor will provide written or verbal notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date Contractor specifies.

C. **SCHEDULE FOR PAYMENT**. City shall process payment within 30 days of receipt of invoice.

D. **NOTICE**. Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Robert Half, Inc.
970 W. 190th St., Suite 400
Torrance, CA 90502
Attention: Stephanie Rice, Practice Director Administrative & Customer Support
Email: stephanie.rice@roberthalf.com

With a Copy to:
Robert Half Inc.
3001 Bishop Drive
San Ramon, CA 94583
Attention: Client Contracts Department
Email: david.saidnia@roberthalf.com

City: City of Redondo Beach
Community Development Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Marc Wiener, Community Development
Email: Marc.Wiener@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to 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).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N. Brand Boulevard, Suite 100
Glendale CA 91203

License#: 0D69293
ROBEHAL-03

CONTACT NAME: Robert Half Certificates
PHONE (A/C, No, Ext): 818-539-1463 **FAX (A/C, No):**
E-MAIL ADDRESS: roberthalf_certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Underwriters at Lloyd's London	15792
INSURER C : Safety National Casualty Corporation	15105
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robert Half Inc.
including Accountemps
3001 Bishop Dr., Suite 140
San Ramon CA 94583

COVERAGES **CERTIFICATE NUMBER:** 1449116509 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	3579-66-87	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	X Stop Gap Em.Liab						MED EXP (Any one person)	$ 10,000
	X in OH, WA, WY,ND						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Employer Liability	$ 1,000,000
A	**AUTOMOBILE LIABILITY**	Y	Y	7323-32-17	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll.Ded:	$ 1,000/$1,000
A	X **UMBRELLA LIAB** X OCCUR			7921-71-07	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	See Attached Supplemental	6/1/2024	6/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Personal Property w/ TIB			3579-66-87	6/1/2024	6/1/2025	Property Limit	$500,000
B	Professional Liability			W268C2240601	3/31/2024	3/31/2025	PerClaim/Aggregate	$5,000,000
B	Crime/Fidelity			W26978240601	3/31/2024	3/31/2025	Each Loss	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage are claims made and reported during the policy period.
Certificate Holder is deemed Additional Insured on the above referenced General Liability and Auto Liability policies on a Primary and Non-Contributory basis as required by written contract for liability arising out of the Named Insureds' acts or omissions. Please refer to attached General Liability form for scope of Additional Insured status. Rights of Subrogation have been waived with respects to General Liability, Auto Liability and Workers Compensation Policies as required by written contract executed prior to loss.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

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
Terry Campbell

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2024-2025 RHI Workers Compensation Policy Numbers

Policy#	States	Eff. Date	Exp. Date	Issuing Company	NAIC #
Robert Half International Inc. and Protiviti Inc.					
LDS4064812	AOS: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, SD, TN, TX, UT, VT, VA, WV, WY	6/1/2024	6/1/2025	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2024	6/1/2025	Safety National Casualty Corp	15105

COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2024 – June 1, 2025; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

2. BROAD FORM INSURED

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) The permit has been issued to you.

COMMERCIAL AUTOMOBILE – PRIMARY AND NON-CONTRIBUTORY – POLICY EXCERPT

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2024 – June 1, 2025; 12:01am Standard Time
Form Number	CA 00 01 10 13

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered “auto” which is a “trailer” is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the “trailer” is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered “auto” you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

COMMERCIAL AUTOMOBILE – BLANKET WAIVER OF SUBROGATION – POLICY EXCERPT

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2024 – June 1, 2025; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Liability Insurance

Endorsement

Policy Period	JUNE 1, 2024 TO JUNE 1, 2025
Effective Date	JUNE 1, 2024
Policy Number	3579-66-87
Insured	ROBERT HALF INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	JUNE 1, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

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

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative

Conditions
(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2024 Policy No. LDS4064812 Endorsement No.

Insured ROBERT HALF INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2024 Policy No. PS 4064813 Endorsement No.

Insured ROBERT HALF INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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