

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: _____ VENDOR # _____

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR): _____

Print Name _____ E-Mail Address _____
TYPE OF CONTRACT: New ___ Renewal ___ Amendment ___ Services ___ Goods ___ Consulting ___ Construction ___ Lease ___ Other _____

SCOPE OF WORK: _____

CONTRACT AMT: _____ CONTRACT TERM: _____ RFP/IFB/RFQ#: _____

FUNDING SOURCE/TITLE: County ___ State ___ Federal ___ Title/Name of Grant Funds _____

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ___ NO ___

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1									
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES_X_ NO ___

Signature: _____ Date: _____

Contract Requires BOCC Approval? YES ___ NO ___ Date of BOCC Approval: _____

COUNTY ATTORNEY

Reviewing Attorney: _____ Date: _____

REQUISITIONER

DocuSign E-Signature: _____ Date: _____

Print Name/E-Mail: _____

PURCHASING MANAGER

_____ Date: _____

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: _____ Date: _____

Print Name/Title: _____

E-Mail Address: _____

CHIEF FINANCIAL OFFICER

_____ Date: _____

DocuSign E-Signature

COUNTY MANAGER

_____ Date: _____

DocuSign E-Signature

CLERK TO THE BOARD

_____ Date: _____

DocuSign E-Signature

IS&T DEPT

_____ Date: _____

DocuSign E-Signature

Additional Comments/Instructions by Department:

FUNDS RESERVATION# _____

Purchasing Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2023

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	CONTACT NAME: Robert Half Certificates PHONE (A/C, No, Ext): 818-539-1463 E-MAIL ADDRESS: roberthalf_certificates@ajg.com	FAX (A/C, No): 818-539-1801
	INSURER(S) AFFORDING COVERAGE	
License#: 0D69293 ROBEHAL-03	INSURER A: Federal Insurance Company	NAIC # 20281
INSURED Robert Half International Inc 2613 Camino Ramon San Ramon, CA 94583	INSURER B: Safety National Casualty Corporation	NAIC # 15105
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2106231780

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	Y	35796687	6/1/2023	6/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	73233217	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll.Ded: \$1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			79217107	6/1/2023	6/1/2024	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	N/A	See Attached Supplemental	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rights of Subrogation have been waived with respects to General Liability, Auto Liability, worker Compensation and Umbrella Liability as required by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

Durham County Information Technology
 200 E Main St, Floor 5
 Durham NC 27701

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

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RE: Robert Half - System Administrator - \$210,000.00

 McKinney, Nathan
To: Minor, Tamara D.

  Reply  Reply All  Forward  

Fri 5/31/2024 4:00 PM

 Robert Half - CP - 06-03-24 thru 06-30-25_DurhamLegal_05.23.2024.pdf
562 KB

Hi Tamara – excellent, thank you for getting this clarification from the vendor.

The COI for Robert Half International, Inc. is approved (expires, 6/1/24, but vendor is submitting an updated COI).

The Contract with Robert Half, Inc. doing business through its technology practice group (RHI) – as you sent me today and as attached again here – for \$210,000 is approved as to form.

Thank you

Sincerely,

NATHAN L. MCKINNEY | Senior Assistant County Attorney

(Friendly reminder that I am generally not available on Mondays)



nmckinney@dconc.gov
P.O. Box 3508
Durham, North Carolina 27702
Office (919) 560-0395 | Fax (919) 328-6342 | Cell 984-260-5908

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March 27, 2024



Personal & Confidential
Durham County
200 E Main St 5th floor
Durham, NC 27701

Requested by: Antonio Davis, Platform Services Manager

Antonio,
Thank you for selecting Robert Half Technology to meet your staffing needs.

1. **Scope of Engagement: System Administrator**

- Participate in storage upgrade design, architecture reviews, security reviews, capacity planning, and performance trend analysis
- Capacity planning, monitoring and management
- Performance planning, monitoring and tuning
- Storage configuration, including for disaster recovery.
- Perform large scale migrations and upgrades during storage technology refreshes and capacity upgrades
- Installation, configuration and upgrade of monitoring and support software packages

2. **Assigned Individual:** RHT will assign the following individual to client for this engagement:

Name of Assigned Individual	Hourly Bill Rate	Project Duration	Total Budget will not exceed
TBD	\$100/hr	June 3, 2024 to June 30, 2025	\$210,000

Please do not hesitate to contact me if you have any questions where I can be of additional service. I look forward to working with you.

Sincerely,

Ben Pugh

VP, Market Director

Technology Talent Solutions – Charlotte & Raleigh

Cell - 919.600.4664

Office - 980.326.0357

Robert Half | 201 S College St. | Suite 1500 | Charlotte | NC 28244 USA

**NORTH CAROLINA
DURHAM COUNTY**

CONSULTANT CONTRACT

THIS CONTRACT is made, and entered into this the 3rd day of June 2024, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and **ROBERT HALF INC. doing business through its technology practice group (RHI)** a corporation duly

authorized to do business in the state of North Carolina, (hereinafter referred to as “CONSULTANT”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONSULTANT hereby agrees to provide temporary staffing services under this contract by assigning CONSULTANT’s personnel (each an “assigned individual”) to perform the work pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance. The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONSULTANT agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONSULTANT.
- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **June 3, 2024**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above. The Term of this contract for services is from 06/03/2024 to 06/30/2025 unless sooner terminated as provided herein.
- 3. PAYMENT TO CONSULTANT.** CONSULTANT shall receive from COUNTY an amount not to exceed TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000.00) as full compensation for the provision of Services (“Not-to-Exceed Amount”). Notwithstanding anything to the contrary in this Agreement, CONSULTANT may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if CONSULTANT continued to provide services after the Not-to-Exceed Amount was reached). COUNTY agrees to pay CONSULTANT at the rates specified for Services performed in accordance with this contract, and Attachment 1. The assigned individual will present a time sheet or an electronic time record to COUNTY for verification and approval at the end of each week. CONSULTANT will bill COUNTY weekly for the total hours worked. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONSULTANT agree that CONSULTANT is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONSULTANT’s duties under this Contract. Accordingly, CONSULTANT shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONSULTANT’s activities in accordance with this Contract. For purposes of this contract taxes shall include,

but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONSULTANT, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONSULTANT acknowledges and agrees that, in the course of its engagement with COUNTY, CONSULTANT or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information”.

CONSULTANT or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONSULTANT desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONSULTANT or any of its suppliers, Consultants or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONSULTANT acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONSULTANT will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 3. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 4. Citizen or employee social security numbers collected by the COUNTY.
 5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic

- security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
 7. Any attorney/client privileged information disclosed by either party.
 8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
 9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
 10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONSULTANT shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONSULTANT, and who has executed a confidentiality agreement incorporating substantially the form of the language in this Section 5.2. CONSULTANT shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONSULTANT shall assert this Contract as a ground for refusing the

demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONSULTANT shall have no obligation with respect to any Confidential Information that CONSULTANT can establish was:

- a. Already known to CONSULTANT prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONSULTANT;
- c. Rightfully obtained by CONSULTANT from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONSULTANT with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONSULTANT shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONSULTANT shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONSULTANT acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONSULTANT breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. CONSULTANT hereby agrees that should it take possession of, receive, use or create COUNTY Personal Identifiable Information at its premises or upon its electronic systems, it shall comply with the following requirements. The CONSULTANT shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONSULTANT shall report a suspected or confirmed security breach to the COUNTY Department Procurement Analyst within twenty-four (24) hours after the breach is first discovered, provided that the CONSULTANT shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONSULTANT to give written notice of a security breach to affected persons, the CONSULTANT shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONSULTANT agrees to ensure compliance and the security of “confidential information” and “personal identifiable information”, by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONSULTANT, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

6. OWNERSHIP OF WORK. All Work and any documents prepared by the CONSULTANT’s assigned individual for or on account of this contract shall be the owned by the COUNTY, and the COUNTY shall have all common law, statutory and other reserved rights, including copyright.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the COUNTY’s reserved rights.

7. INDEMNIFICATION. To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including reasonable attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONSULTANT is found to be a proximate cause of damages or losses suffered by COUNTY, to the extent resulting from CONSULTANT’s negligent performance during the execution of this Contract. Notwithstanding anything to the contrary in this Contract, CONSULTANT shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of COUNTY.

8. INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and authorized to do business in North Carolina. All of the policies required of the CONSULTANT shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONSULTANT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONSULTANT shall advise the COUNTY of any cancellation or non-renewal of any policy within thirty (30) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. With the exception of the insurance listed in Section 8.3, CONSULTANT’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONSULTANT’S insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONSULTANT. In the event CONSULTANT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

8.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01, or its equivalent on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

8.2 Commercial Automobile Liability: ISO Form CA 00 01, or its equivalent, covering any auto used by CONSULTANT with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

8.3 Worker’s Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on

CONSULTANT's liability under the indemnities granted to the COUNTY in this Contract. CONSULTANT shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the CONSULTANT to maintain such insurance or to meet its obligations under the indemnification provisions.

Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

9. TERMINATION.

9.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the CONSULTANT shall constitute an Event of Default hereunder:

- a. Failure to perform the Services,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the County may take one or more or all of the following actions:

- a. Give CONSULTANT written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the CONSULTANT written Notice of Termination; and/or
- b. Reserved;
- c. Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

9.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 9.1 or 9.2, shall not form the basis of any claim for loss of anticipated profits by either party.

Any respective obligations of CONSULTANT or COUNTY hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

10. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONSULTANT for any expenses paid or incurred by CONSULTANT, unless otherwise agreed in writing.

11. SUPERVISION/ASSIGNMENT LIMITATIONS. COUNTY shall supervise assigned individuals providing services to COUNTY. COUNTY shall not permit or require assigned individuals (i) to perform services outside of the scope of assigned individual's assignment; (ii) to sign contracts or statements

(including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by assigned individual; (vii) to operate machinery (other than office machines) or automotive equipment. COUNTY may request that CONSULTANT permit its assigned individuals to provide services to COUNTY remotely (i.e., from a location other than COUNTY's offices) using COUNTY's or CONSULTANT's laptop and/or other computer or telecommunications equipment (the "Equipment"). COUNTY acknowledges and agrees that CONSULTANT shall have no control over, and COUNTY shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the assigned individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, COUNTY must not permit assigned individual to save or store any of COUNTY's files or other data on the Computer Systems provided by CONSULTANT (including, but not limited to, any virtual desktop infrastructure solution). COUNTY agrees that CONSULTANT shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

- 12. COMPLIANCE WITH LAWS.** CONSULTANT shall abide by all applicable statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONSULTANT is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONSULTANT may be declared ineligible for further COUNTY contracts.
- 13. HEALTH AND SAFETY.** It is understood that COUNTY has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to COUNTY's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, assigned individuals working on COUNTY's premises.
- 14. NON-DISCRIMINATION IN EMPLOYMENT.** CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONSULTANT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONSULTANT may be declared ineligible for further COUNTY contracts.
- 15. LIMITATION OF LIABILITY.** Notwithstanding anything in this Contract to the contrary, CONSULTANT's maximum liability for any specific engagement, in any case, will not exceed the fees paid to CONSULTANT for that engagement.
- 16. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONSULTANT provides the services to the County utilizing a subcontractor, CONSULTANT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

17. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).

Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham County are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham County against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONSULTANT shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the County against any associated 4980H penalties (“ACA Indemnity Obligation”). In no event shall CONSULTANT’s ACA Indemnity Obligation extend to any taxes, penalties, or other liabilities under Internal Revenue Code (“IRC”) Section 4980H where such tax, penalty or other liability results from the imposition of penalties under (i) IRC Section 4980H(a), as a result of the failure by COUNTY or its agents or other contractors to make offers of minimum essential coverage to their respective employees under an eligible employer-sponsored plan, or (ii) IRC Section 4980H(b) as a result of COUNTY or its agents or other contractors making an offer of minimum essential coverage to their respective employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

18. SECURITY BACKGROUND CHECKS. The CONSULTANT is responsible for requesting and paying for criminal history checks on all assigned individuals providing Services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide based on the counties the assigned individual lived or worked in the last seven years¹. The Sheriff’s Office will conduct background investigations for those Consultant’s employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Consultant employee from employment on a County contract unless explicitly mandated by law.

The CONSULTANT will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Consultant's County point of contact of the results of the review. A Consultant can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the CONSULTANT, 90 days prior to the renewal or extension of the contract and submitted to their COUNTY point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific county buildings. CONSULTANT will conduct such additional background checks or screenings only if they are described in a signed, written amendment to

¹ To the extent permitted by applicable law, CONSULTANT will have a third party vendor (a) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where assigned individual has resided or worked in the U.S. in the last seven years as stated on assigned individual's application. CONSULTANT will provide COUNTY with a copy of the results of any checks conducted on CONSULTANT's assigned individuals and COUNTY agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes. Notwithstanding foregoing the Parties agree that the COUNTY is at all times subject to compliance with the Public Records Act and other applicable law.

this Agreement. This information will be reviewed annually.

For those CONSULTANT's employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The CONSULTANT will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Consultant can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the CONSULTANT and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

19. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, billing records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONSULTANT must make the materials to be audited available within one (1) week of the request for them. This audit provision shall not apply to confidential information, including but not limited to, CONSULTANT's assigned individual personnel files or the remuneration paid by CONSULTANT to its assigned individuals and subcontractors.

20. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the COUNTY and the CONSULTANT, arising from this Agreement or the services and/or materials being provided by the CONSULTANT, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONSULTANT in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or materials. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. .

21. EXISTENCE. CONSULTANT warrants that it is a Delaware corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of NC and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

22. CORPORATE AUTHORITY. By execution hereof, the person signing for CONSULTANT below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONSULTANT.

23. SUCCESSORS AND ASSIGNS. CONSUTANT shall not assign its interest in this Contract without the written consent of COUNTY. CONSULTANT has no authority to enter into contracts on behalf of COUNTY.

24. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
7TH FLOOR, 201 EAST MAIN STREET**

**CONSULTANT
ATTN: ROBERT HALF INC.
4140 PARKLANE AVENUE, SUITE 500**

DURHAM, NORTH CAROLINA 27701

RALEIGH, NC 27612

A copy of each notice to CONSULTANT shall be sent to Robert Half Inc., 2613 Camino Ramon, San Ramon, California, 94583, attention Client Contracts Department.

25. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

26. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

27. RESERVED.

28. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects

of the County’s contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County’s contracting programs.

29. ENTIRE CONTRACT. This contract, including Attachment 1, and if applicable Exhibit A, shall constitute the entire understanding between COUNTY and CONSULTANT and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. Nothing in this Agreement shall obligate any Robert Half Inc. branch office, other than its technology practice group branch office located at 4140 Parklane Avenue, GlenLake One, Suite 500, Raleigh, North Carolina, 27612 (the “Branch”), to perform services under the terms and conditions contained herein. Notwithstanding the foregoing, Robert Half Inc. shall be responsible for any liability or claim arising out of the Branch’s performance of the services under the terms of this Agreement.

30. CONFIDENTIALITY. COUNTY agrees to hold in confidence the resumes, social security numbers and other legally protected personal information of CONSULTANT’s assigned individuals, and COUNTY agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Consultant Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

By: _____

Print Name/Title: _____

Date of Signature: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Tiffany Murray, Durham County Chief Financial Officer

ROBERT HALF INC.^{EOE}

By: _____

Print Name/Title: _____

Date of Signature: _____

ATTACHMENTS to follow



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** (“County”), and RHI (Robert Half Inc.) (“Contractor”), which contract is dated 06/03/2024. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

I. Background/Purpose: (*Why - Provide a brief description of the services being procured.*)

RHI will provide a candidate that will perform the tasks of a Sr. Systems Engineer working under the guidance of the network services manager to support Durham County network infrastructure. Task will include those listed in Section II below.

II. References: The following documents are incorporated herein by

reference to them:

Exhibit A

Work/Requirements: (*What/Where - Be as detailed as possible in describing the work.*)

- Participate in storage upgrade design, architecture reviews, security reviews, capacity planning, and performance trend analysis
- Capacity planning, monitoring and management
- Performance planning, monitoring and tuning
- Storage configuration, including for disaster recovery.
- Perform large scale migrations and upgrades during storage technology refreshes and capacity upgrades
- Installation, configuration and upgrade of monitoring and support software packages
- Provide space management services
- Manage data availability, security, backup, restoration and recovery
- Configure, maintain and manage data protection for critical systems and provide support during recovery of those critical systems
- Review the storage platform life cycle and plan accordingly
- Review vendor functional and security announcements
- Plan and execute software and firmware upgrades and security patches

III. Schedules/Timelines: (*When – Provide a timetable to complete the work and any phases and/or deadlines.*) The Sr. Systems Engineer will work 40 hours per week. Deadlines will be adhered to as projects are approved and assigned.

V. Transmittal/Delivery/Accessibility: (*How - Describe delivery methods for reports or deliverables. Include contact information of department procuring the services. Describe if County property is to be provided or access to the property, and how that will be handled, i.e. keys, holidays, security measures.*) Reporting will be delivered at our weekly team meeting outlining projects and accomplishments to the network service manager. The engineer will be provided a laptop, monitor cell phone and any other networking tools to complete tasks.

VI. Payment: (*Include Rate of payment, Time for payments and Methods of payment.*) County will pay RHI at the agreed upon bill rate, which will be \$100/hour for an estimated 37.5 hours per week for the assigned individual(s) placed in the Sr. Systems Engineer position. It is the COUNTY's responsibility to monitor the hours worked by the assigned individual(s). Notwithstanding the foregoing, COUNTY agrees to pay for all hours worked by the assigned individual(s), as evidenced by the approved time sheets. 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. Hourly bill rates for positions not listed herein shall be negotiated on a case by case basis. CONSULTANT will confirm an assigned individual's rates in a letter sent to COUNTY. The assigned individual will present a time sheet or an electronic time record to COUNTY for verification and approval at the end of each week. CONSULTANT will bill COUNTY weekly for the total hours worked; CONSULTANT's invoices are due upon receipt.

VII. Conversion: In the event COUNTY wishes to convert any of CONSULTANT's assigned individuals, COUNTY 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. COUNTY agrees to pay a conversion fee if CONSULTANT's assigned individual is hired by an affiliate or other related business entity as a result of COUNTY's subsequent referral of the assigned individual or one of COUNTY's customers as a result of assigned individual providing services to that customer. The conversion fee is payable if COUNTY 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 COUNTY converts CONSULTANT'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.

<u>Months on Assignment</u>	<u>Conversion Rate</u>
Up to 6 months	35%
More than 6 months	No Fee

Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), CONSULTANT shall be compensated on a time and materials basis only. CONSULTANT provides contract talent solutions and does not provide deliverables.

EXHIBIT A
(For Staffing Agencies Only)
AFFORDABLE CARE ACT REQUIREMENTS

This Exhibit A is an integral part of the contract between the County of Durham (hereinafter referred to as "County"), and Robert Half Inc. through its technology practice group (hereinafter referred to as "Contractor"), which contract is dated 06/03/2024 for the provision of temporary staffing services.

- (1) The Contractor agrees that, effective as of March 18, 2024, it shall offer "affordable," "minimum value" coverage to all qualifying "full-time employees", subject to applicable look-back periods, who are assigned by the Contractor to the County. For purposes of this provision:
 - (a) Coverage shall be considered "affordable" if it satisfies one of the "safe harbors" for "affordability" as set forth in Treasury Regulation § 54.4980H-5(e) or any successor regulation thereto;
 - (b) Coverage shall be considered to provide "minimum value" if the percentage of the total allowed costs of benefits provided under the coverage is no less than 60 percent when calculated in accordance with the provisions of 45 CFR § 156.145 or any successor regulation thereto; and
 - (c) A "full-time employee" means an employee of the Contractor who is considered to be a "full-time employee" as that term is defined in Code § 4980H(c)(3) and in the Treasury Regulations issued thereunder and entitled to the coverage and protections provided thereunder.
- (2) Contractor's hourly rates will reflect the increased costs of complying with the Affordable Care Act.
- (3) Reserved.
- (4) The Contractor shall indemnify the County and hold the County harmless from any and all claims and penalties that may be asserted against the County as a consequence of or arising out of the negligent performance of services by the Contractor under this Agreement, including, but not limited to any penalties that may be assessed against the County under Code § 4980H relating to or caused by any failure on the part of the Contractor to offer "affordable," "minimum value" coverage to any "full-time employees" assigned to the County, and further including any costs and expenses incurred by the County in responding to an actual or proposed assessment of such penalties on the part of the Internal Revenue Service ("ACA Indemnity Obligation"). This Section shall survive the expiration or termination of this Agreement. In no event shall Contractor's ACA Indemnity Obligation extend to any taxes, penalties, or other liabilities under Internal Revenue Code ("IRC") Section 4980H where such tax, penalty or other liability results from the imposition of penalties under (i) IRC Section 4980H(a), as a result of the failure by County or its agents or other contractors to make offers of minimum essential coverage to their respective employees under an eligible employer-sponsored plan, or (ii) IRC Section 4980H(b) as a result of County or its agents or other contractors making an offer of minimum essential coverage to their respective employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.