

ROBERT HALF STATEMENT OF WORK

This Robert Half Statement of Work RH (“SOW”), effective as of December 4, 2023, is entered into by and between **City of Hollywood** (“Client”) and Robert Half Inc., through its technology and marketing & creative practice groups (“RH”).

1. **Scope of Engagement.** RH will assign one or more individual(s) to Client to assist Client with its completion of the following:

- Monitoring potential Implementation project risks, opportunities, and issues that may impact the project.
- Ensuring quality and timely delivery for all project deliverables
- Continually identifying, prioritizing and mitigating project risks and issues
- Driving proper project chartering and setup and post Go-Live preparation.
- Identifying and governing change and process management considerations critical to the success of the project
- Performing project team management, driving motivation, collaboration and performance
- Tracking short-term project metrics
- Reviewing the project's medium-term benefits
- Manage project resources, including project team members, vendors, and contractors and ensure that the project team is appropriately staffed, trained, and motivated to achieve project objectives during implementation and post Go-Live.
- The successful implementation of an ERP system within budget, on schedule, and to the satisfaction of stakeholders is the goal of an ERP Project Manager
- Work collaboratively within the Project Management Organization to improve delivery and outcomes for all projects
- Capture and validate business (City) functional requirements against project scope and system delivered functionality from implementation to production.

2. **Professionals.** RH will assign the following individual(s) (each a “Professional”) to Client for this engagement:

Name of Professional	Hourly Bill Rate	Estimated Start Date	Estimated End Date
Dawn Ferdinand	\$ 128/hr.	12/4/2023	12/4/2025

3. **Contact Information.**

Client Representative	RH Representative
Name: George R. Keller, Jr. CPPT	Name: Matthew Bourdeau
E-mail: gkeller@hollywodfl.org	E-Mail: matthew.bourdeau@roberthalf.com
Phone: 954-921-3201	Phone: 305-774-7860
Fax: N/A	Fax: N/A
Address: 2600 Hollywood Blvd, Room 419, Hollywood, FL 33020	Address: 6505 Blue Lagoon Drive Suite 445 Miami FL 33126

4. **Termination.** Either party may terminate this SOW at any time upon [thirty] ([30]) days’ prior written notice to the other party.

5. **General Conditions of Engagement.** RH assigns the Professional(s) to Client pursuant to the General Conditions of Engagement attached hereto as Exhibit A and incorporated herein by reference.

Agreed to:

City of Hollywood

DocuSigned by:

George R. Keller Jr., CPPT

By _____

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Authorized signature

Name (type or print): George R. Keller, Jr. CPPT

Date: 12/12/2023

Agreed to:

Robert Half Inc.

By _____

Authorized signature

Name (type or print): Matthew P. Bourdeau, MBA

Date:

^{DS}
DH

APPROVED AS TO FORM:

DocuSigned by:

Douglas R. Gonzales

By _____

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Douglas R. Gonzales

City Attorney

Exhibit A
General Conditions of Engagement

Required Screenings.

If Client requires RH to perform background checks or other placement screenings of the Professionals, Client agrees to notify RH prior to the start of Services under this SOW. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this SOW. If Client requests a copy of the results of any checks conducted on RH's Professionals, Client agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Scope of Assignment.

Client shall supervise the Professionals. Client will not permit or require a Professional (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; or (v) to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by the Professional.

Cash Handling and Other Financial Transactions and Activities.

If Client permits or allows a Professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, Client accepts sole responsibility for all claims, demands and liability that may arise from permitting these activities. Client represents and warrants that to the extent Client permits or allows a Professional to engage in the activities described in this paragraph, Client will not permit or allow a Professional to handle more than (i) \$1,000 per day if Client is a non-profit entity, or (ii) \$25,000 per day if Client is a for-profit entity.

Workplace Safety.

Client agrees that Client 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 Client's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Professionals working on Client's premises. To ensure the safety of potentially vulnerable individuals on Client's premises, Client agrees not to permit Professionals to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under Client's care, custody or supervision because of mental health impairments. If any assignment under this SOW is for work to be performed under a government contract or subcontract, Client will notify RH immediately of any obligations in the government contract or subcontract relating to wages.

Operation of Vehicles and Equipment.

RH does not authorize a Professional to operate machinery (other than office machines) or vehicles. If Client wishes to permit a Professional to drive for business purposes, Client accepts sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If Client requires a Professional to drive a vehicle owned by Client or by a Client employee, Client agrees to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will Client permit a Professional to: make bank deposits; carry cash in excess of \$100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that Client accepts full responsibility for, and that RH does not maintain insurance to cover any injury, damage, or loss that may result from Client's failure to comply with the foregoing.

Remote Work.

Client may request that a Professional provide services remotely (i.e., from a location other than Client's or Client's customer's premises) using a laptop and/or other computer or telecommunications equipment provided by Client or RH (collectively, the "Equipment"). In such case, Client acknowledges and agrees that RH shall have no control over, and Client shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment and related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security or integrity of the data and other information stored therein or transmitted thereby. Moreover, Client must not permit a Professional to save or store any Client files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). Client agrees that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

Confidentiality.

Professionals will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Professional's signature. Client agrees to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Limitation on Liability.

Circumstances may arise where, because of a default on RH's part or other liability, Client is entitled to recover damages from RH. Regardless of the basis on which Client is entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation or other contract or tort claim), RH's liability, if any, will, in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the services that are the subject of the claim. Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

Employment Taxes, Withholdings and Insurance.

Each party will maintain workers' compensation insurance and commercial liability insurance. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals. RH reserves the right to re-assign any Professional.

Guarantee.

RH guarantees Client's satisfaction with the services of each Professional by extending to Client a guarantee period. RH guarantees the first (i) two days (16 hours) of the assignment for Professionals placed by RH, and (ii) five days (40 hours) of the assignment for Professionals placed by RH. If, for any reason, Client is dissatisfied with a Professional, RH will not charge for the hours worked during the applicable guarantee period, provided that Client allows RH to replace the Professional and Client contacts RH regarding its dissatisfaction before the end of the applicable guarantee period. Unless Client contacts RH before the end of the applicable guarantee period, Client agrees that the Professional is satisfactory. RH MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Services Provided on a Time and Materials Basis.

Notwithstanding any language to the contrary in this SOW with regard to fixed-price, deliverables or acceptance of deliverables, RH shall be compensated on an hourly basis only. RH is not providing deliverables under this SOW.

If, for any reason, any Professional is unable to complete his or her assignment, RH will endeavor to provide a suitable replacement, subject to Client's approval. If RH is unable to identify a replacement acceptable to Client, this SOW will be deemed to have automatically ended with respect to such Professional, except that Client shall remain liable to RH for services provided by such Professional prior to his/her termination.

Payment Terms.

Each Professional will present a time sheet or an electronic time record to Client's or Client's representative for verification and approval at the end of each week. RH will bill Client weekly for the total hours worked. RH's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by Client. In the event that Client fails to pay the invoices when due, Client agrees to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. RH may also increase its rates for the services provided under this SOW to reflect increases in RH's own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. RH will provide written or verbal notice of the technology fees and/or increase in rates for the services, and such increase will be prospective, starting as of the effective date RH specifies.

Overtime.

If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Expenses.

Travel and/or out-of-pocket expenses incurred by a Professional shall be reimbursed by Client immediately upon Client's receipt of invoice.

Hiring the Professional.

After Client evaluates the performance and potential of a Professional on the job, Client may wish to employ this person directly. In such event, Client agrees to pay a conversion fee. The conversion fee is payable if Client hires the Professional, 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 Professional's assignment. Client also agrees to pay a conversion fee if a Professional is hired by (i) a subsidiary or other related company or business as a result of Client's referral of the Professional to that company or (ii) one of Client's customers as a result of the Professional providing services to that customer.

The conversion fee will be owed and invoiced upon Client's hiring of the Professional, and payment is due upon receipt of the invoice. The same calculation will be used if Client converts the Professional on a part-time basis using the full-time equivalent salary.

The conversion fee will equal thirty-five percent (35%) of the Professional's aggregate annual compensation, including bonuses.

Miscellaneous.

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from Client (such as a purchase order) are void. Any terms of this SOW which by their nature extend beyond the termination of this SOW will remain in effect until fulfilled, including any payment obligations, and apply to each party's respective successors and assignees. This SOW is the complete agreement regarding the engagement(s) identified on the first page of this SOW, and replaces any prior oral or written communications between RH and Client regarding such engagement(s).