



August 17, 2021

Subject: Phillip Ramsey

Dear Steve:

Thank you for the opportunity to meet your staffing needs. Phillip Ramsey ("our professional") will be assigned to you under our General Conditions of Assignment and Terms of Payment ("T&Cs"). These documents will be mailed to you separately.

This letter confirms that Sauk County ("Client") and Robert Half International Inc., through its division Robert Half Technology (the "Division") agree that the General Conditions of Assignment for our professional are amended as follows:

By deleting the last paragraph of the "Client's Responsibility" section in its entirety.

By deleting the "Remote Work" section in its entirety and replacing it with the following:

"You shall not permit or require the professional to perform services remotely (e.g., on premises other than your premises)."

By deleting the "Limitation on Liability" section in its entirety and replacing it with the following:

"Under no circumstances is either party liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Each party'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 or payable by you to us for the services that are the subject of the claim, regardless of the basis on which one party is entitled to claim damages from the other (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim)."

By adding the following to the "Insurance" section:

"During the term of this agreement, you shall, at your sole cost, maintain the following insurance: comprehensive general liability insurance with limits of \$1,000,000 for bodily injury/property damage and excess umbrella liability insurance with limits of \$1,000,000."

By deleting the fourth (4<sup>th</sup>) sentence of the "Time Report" section in its entirety and replacing it with the following:

"Because Robert Half Technology invoices reflect payroll we have already paid, our invoices are due within forty-five (45) days of receipt."

By deleting the last sentence of the first (1<sup>st</sup>) paragraph of the "Hiring the Person Referred to You" section in its entirety.

By deleting the last three (3) sentences of the first (1<sup>st</sup>) paragraph of the "General Conditions" section.

By adding the attached Standard Clauses included in Exhibit A hereto to the T&Cs.

This letter amendment, including the T&Cs, constitutes the entire agreement of the parties relating to the subject matter hereof. In the event of a conflict between the terms of this letter amendment, the T&Cs, and the terms included in Exhibit A, the terms of this letter amendment will control, then the terms of the T&Cs and finally the terms of Exhibit A. Please indicate Client's agreement with and acceptance of the T&Cs as modified herein by signing a copy of this letter amendment and returning it to my attention. In addition, Client's signature on our professional's timesheet indicates Client's acceptance of the T&Cs as modified herein.

This letter amendment shall be effective as of the date of Client's approval, only for the placement of our professional, Phillip Ramsey, under the Division of the branch located in Madison, WI.

We appreciate your business.

Respectfully,

Robert Half International Inc.

DocuSigned by:

*Stacey Singleton*

58C8372FE2E5456

AGREED AND ACCEPTED:

Sauk County

DocuSigned by:

*Brent Miller*

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Exhibit A

See Attached

## Exhibit A

### STANDARD CLAUSES

Sauk County Courthouse Rm. #C103  
510 Broadway  
Baraboo, WI 53913

1. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

2. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised by Robert Half Technology in the performance of the Services as is ordinarily possessed and exercised by a member of the staffing industry, currently practicing, under similar circumstances.

3. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

4. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

5. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

County: Sauk County Clerk  
505 Broadway  
Baraboo, WI 53913

With a copy to: Steve Pate  
MIS Director

Robert Half: Robert Half Technology  
1600 Aspen Commons, Suite 260, Middleton, WI 53562

With a copy to:

Robert Half International Inc. Attention: Client Contracts Dept. 2613  
Camino Ramon San Ramon, CA 94583

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

6. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

7. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members. to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

8. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

9. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

10. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

11. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part

of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

**12. Open Records Law Compliance.** ROBERT HALF TECHNOLOGY understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by ROBERT HALF TECHNOLOGY and/or the County. ROBERT HALF TECHNOLOGY agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of ROBERT HALF TECHNOLOGY shall be at its sole cost and expense.

**13. Relationship of Parties** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and ROBERT HALF TECHNOLOGY. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the ROBERT HALF TECHNOLOGY will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the ROBERT HALF TECHNOLOGY and the County, and the County will not be liable for any obligation incurred by ROBERT HALF TECHNOLOGY, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

**14. Governing Law, Jurisdiction and Venue.** This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of

laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

**15. Competence, Solvency.** ROBERT HALF TECHNOLOGY warrants and represents that it is sufficiently experienced and competent to provide and perform all services in full compliance with and as required by or pursuant to this contract. ROBERT HALF TECHNOLOGY represents and warrants that it is financially solvent, and has the financial resources necessary to provide and perform the duties and functions in full compliance with and as required by this contract. ROBERT HALF TECHNOLOGY shall provide and perform all services contemplated by this contract in an expeditious and proper.

**16. Amendment.** No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

**17. Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

**18. Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.