

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
ROBERT HALF INTERNATIONAL, INC FOR  
STAFFING SERVICES**

**THIS AGREEMENT** is made between **ROBERT HALF INTERNATIONAL, INC.** a Delaware corporation, doing business through, and this Agreement and the obligations hereunder are limited to, its OfficeTeam and Accountemps divisions (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the administration of the City requires staffing services to provide temporary coverage for vacancies that emergence due to an unexpected employee's authorized leave; and

**WHEREAS**, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of staffing services.

**1. Scope of Services/Deliverables.**

- 1.1 Provider has entered into the Temporary Staffing, Direct Hire and Other Employer Services Contract with the Houston-Galveston Area Council of Governments ("H-GAC") effective June 1, 2017 and identified by H-GAC Contract No. TS06-17, for the provision of temporary staffing, direct hire and other employer services to local government entities (the "H-GAC Contract"), the terms of which are incorporated herein by reference. In the event of any conflict between the terms of the H-GAC Contract and this Agreement, the terms of this Agreement shall control.
- 1.2 The Provider shall furnish staffing services to the City as set forth in the General Conditions of Assignment and Terms of Payment (the "Scope of Services"), the terms of which are attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference. A copy of the Scope of Services will be sent to the City separately upon the start date of each assignment.
- 1.3 The "Scope of Services" may include a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

**2. Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2019, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement by written notice to the Consultant.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

**3. Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

As compensation for the services contemplated herein and for performance rendered by Robert Half International, Inc, of its duties and obligations hereunder, the City shall pay to Provider an hourly fee pursuant to Attachment A of the H-GAC Contract (The "Consulting Fee"). In no event shall the fees due under this agreement exceed the budgeted funds for this service ("the Not-to-Exceed Amount") for the term of this agreement.

3.2 The City shall pay Consultant in accordance with the applicable provisions of the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

**4. Sub-providers.**

4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.

4.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

**5. City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

**6. Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by a temporary

staffing provider under similar circumstances. If the Services are not performed to the City's reasonable satisfaction based on demonstrable concerns and issues, Provider shall cause its assigned individual(s) to perform up to a maximum of forty (40) hours of services to re-perform the services without charge, provided that Provider is notified within ninety (90) days of the date that the Services were provided. For the avoidance of doubt, the remedy offered above is not cumulative and is available to the City for each assigned individual, as necessary.

**7. Conflict of Interest.**

7.1 Reserved.

**8. Termination.**

8.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Provider to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or City Law.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the project.

8.3 In the event of termination by the City, the Provider shall be paid for all work performed up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5 If the Provider wishes to terminate this Agreement, it must provide the City with sixty (60) days written notice. Failure to provide the City with such days written notice may result in the Provider being unable to do business with the City in the future.

**9. Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Provider to operate its business.
- 9.2 The City may require proof of the aforementioned insurance prior to the commencement of the Services. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

**10. Nondiscrimination.**

- 10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

**11. Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**12. Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all third-party demands, claims, losses, suits, liabilities, causes of action, judgment or damages, to the extent arising out of, related to, or any way connected with Provider's negligent performance or negligent non- performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's negligent performance or negligent non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any

applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

**13. Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

**For the City:** Albert P. Childress City  
Manager City of Doral,  
Florida 8401 NW 53rd  
Terrace Doral, Florida  
33166

**With a Copy to:** Luis Figueredo, ESQ.  
City Attorney  
City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**For The Provider:** Robert Half International, Inc  
Attn: Client Contracts Dept.  
2613 Camino Ramon  
San Ramon, CA 94583

**With a Copy to:** [same address as above]  
Attn: Contracts Manager, Strategic Account

**14. Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

**17. Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

**18. Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

**19. Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

**20. Compliance with Laws.**

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.

**21. Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**22. Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**23. Prohibition of Contingency Fees.**

23.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**24. Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**25. Removal of Unsatisfactory Personnel**

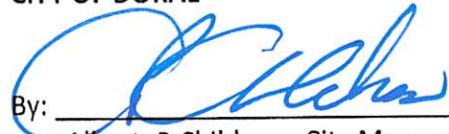
25.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub provider. The Provider shall respond to the City within fourteen calendar days of receipt of such request with either the removal and replacement of such personnel or with written justification as to why removal is not warranted. All decisions involving personnel will be made by Provider. Such request shall solely relate to said employees work under this agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its *Client contract Department* whose representative has been duly authorized to execute same.

Attest:

  
\_\_\_\_\_  
Connie Diaz, City Clerk

CITY OF DORAL

By:   
\_\_\_\_\_  
Albert. P Childress, City Manager  
Date: *May 15, 2019*

Approved As To Form and Legal Sufficiency for the Use




And Reliance of the City of Doral Only:



Luis Figueredo, ESQ.  
City Attorney

Robert Half International Inc. EOE



By: \_\_\_\_\_  
Its: Greg Freeman - VP Strategic Accts  
Date: 5/14/19

Organization	00120005 - HUMAN RESOURCES
Object	500310 - PROFESSIONAL SERVICES
Account Type	Expense

LINE ITEMS	COUNCIL APPROVED	DEPT. REQ.	CM APPROVED	COUNCIL APPROVED
	20171 - FY 2017 OPERATING BUDGET	20181 - FY 2018 OPERATING BUDGET	20181 - FY 2018 OPERATING BUDGET	20181 - FY 2018 OPERATING BUDGET
Pay and Classification Consultant	4,000.00	5,000.00	3,000.00	3,000.00
Safety Consultant (Training Services)	1,500.00	1,500.00	1,500.00	1,500.00
Staffing Agency Services/Temp Agency	20,000.00	20,000.00	15,000.00	15,000.00
<b>Grand Total</b>	<b>25,500.00</b>	<b>26,500.00</b>	<b>19,500.00</b>	<b>19,500.00</b>