

RESOLUTION No. 18-115

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE PROFESSIONAL TEMPORARY TO HIRE STAFFING SERVICES FOR A PERIOD OF ONE (1) YEAR; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral's (the "City") Department of Information Technology ("IT") currently has a Senior Systems Analyst vacancy and a Senior Network Analyst vacancy; and

WHEREAS, due to the specialization of these positions and the competitive nature currently experienced in this industry, qualified applicant pools have not met the hiring needs of the IT Department; and

WHEREAS, to meet the hiring needs of the department, three staffing agencies specializing in Information Technology were contacted to determine suitability and cost of using temporary-to-hire staffing services; and

WHEREAS, based on an evaluation of information provided by above listed staffing agencies, staff recommends Robert Half International, Inc. as the most advantageous to provide temporary to hire services to the Department.

WHEREAS, staff has recommended that the Mayor and City Council approve a professional services agreement with Robert Half International, Inc. for a period of one (1) year, pursuant to section 2-323(2) of the City Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL

OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. Pursuant to Section 2-323(b) of the City's Code of Ordinances, the professional services agreement with Robert Half International, Inc., attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, for the rendition of the services, for a term of one (1) year, is hereby approved. This approval does not create or confer any rights to Robert Half International, Inc absent the execution of an agreement.

Section 3. Authorization. The City Manager is hereby authorized to enter into an agreement with Robert Half International, Inc. for the rendition of the Services, subject to approval by the City Attorney as to form and legal sufficiency, and to expend budgeted funds, in furtherance hereof.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption.

The motion was seconded by Councilmember Mariaca and upon being put to a vote, the

vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 8 day of August, 2018.



 JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



 CONNIE DIAZ, CMC
 CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



 WEISS, SEROTA, HELFMAN, COLE & BIERTMAN, P.L.
 CITY ATTORNEY

EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF DORAL AND ROBERT HALF TECHNOLOGY
STAFFING SERVICES**

THIS AGREEMENT is made between Robert Half International, INC., a Delaware corporation, (hereinafter the “Provider”), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the “City”). This Agreement is only applicable to, and the only Provider branch and division obligated under this Agreement are, the Robert Half Technology division of the branch office located at 6505 Waterford/Blue Lagoon Drive Suite 440 Miami, FL 33126.

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for staffing services (the “Project”); and

WHEREAS, the City desires to engage the Provider to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

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

1.1 The provider will recruit and provide Candidates to the City for consideration for “temporary to hire” positions as indicated and authorized by City. Neither party shall incur any obligation without a Work Order executed by both parties.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect until and unless the Agreement is terminated earlier in accordance with Paragraph 8.

2.2 Provider agrees that time is of the essence and Provider shall complete each Project as commercially reasonable within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

The City shall pay Provider for 3 months (520 Hours) for each contract to hire with an agreed upon hourly bill rate.

Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. Provider shall submit its bill(s) for payment in a form approved by the City. The bill(s) shall identify the services completed and the amount charged.

- 3.2 Provider shall provide a placement warranty for a period of 90 days. If the employee's employment terminates for any reason other than reorganization, elimination of position, takeover or material change in job responsibility within the applicable guarantee period, we will refund a pro rata portion of the fee paid or issue a pro rata credit for such amount in the event we provide a replacement. The refund or credit will be equal to 1/90th multiplied by the number of calendar days remaining in the guarantee period as of the last day of employment.
- 3.3 The City shall pay Provider fifteen (15) calendar days from the invoice date. Applicable sales and service taxes will be added to the placement fee.
- 3.4 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **SubProviders.**

- 4.1 The Provider shall be responsible for all payments to any sub-Providers and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-Providers used on the Project 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 Project as is ordinarily provided by a professional staffing agency under similar circumstances.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall Provider be deemed in violation of this Agreement by, or otherwise restricted from, conducting its business in its usual course, including solicitation of business opportunities.

8. **Termination.**

8.1 Either party without cause may terminate this Agreement upon thirty (30) days written notice to the other party, or immediately with cause.

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 accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 If originated by the City, the Provider shall transfer all books, records, reports, working drafts, documents, maps, 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.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required for provider to operate its business. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested.

Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled, or in accordance to policy provisions.

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 applicable 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, arising out of, related to, or any way connected with Provider's negligent performance of this Agreement including, breach under this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

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: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: Attention: Client Contracts Department
Robert Half International Inc.
2613 Camino Ramon
San Ramon, CA 94583

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 To the extent permitted by applicable law, all records, books, documents, maps, data, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be provided to the City.

16.2 Pursuant to Section 119.0701, Florida Statutes, Provider shall, in addition to other contractual requirement provided bylaw, comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency.

16.3 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 reasonable access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.4 The City may cancel this Agreement for refusal by the Provider to allow reasonable 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.

19. **Independent Provider.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent providers 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.

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 Project.

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.

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 and through its representative, who has been duly authorized to execute same.

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____
Edward A. Rojas, City Manager
Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

**ROBERT HALF INTERNATIONAL INC.
("PROVIDER")**

By: _____
Its: _____
Date: _____