Transmittal From: __Human Resources__
Department

Delivered by: __Francisco Rios__
Name

Date of Transmittal: __09/14/15__

The following record (master) copy is being transmitted to the Office of the City Clerk:

- [ ] Contract
- [X] Agreement
- [ ] Lease
- [ ] Deed
- [ ] Vehicle Title

- [ ] Special Magistrate Order
- [ ] Other: _____

_____

_____

Is this record (master) copy to be recorded with the County Clerk? [ ] Yes [X] No

Is this contract/ agreement: [ ] Capital Improvement [X] Non Capital Improvement

Description of Record Copy: __Master service Agreement__ __with WorkSource.__

Approved by Council: [ ] Yes* [X] No Council Meeting date: _____

*(Provide Resolution / Ordinance attached when applicable)

Office of the City Clerk Administrative Use Only

Received by: __Karina La Rosa__

Reviewed for completion by __Connie Diaz__

Returned to originating Department for the following corrections on: __N/A__ (Date)

_____

_____

Digital archive: __9/16/15__ (Date) Hard copy archive: __9/16/15__ (Date)

Tracking Log: __09/15/15__ (Date) Website: __9/16/15__ (Date)

Originals returned on __N/A__ (Date)

ITWorkSource

1401 Forum Way, Suite 100 | West Palm Beach, Fl 33401 | (561) 277-2383

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement"), is entered into by and between **On IT Staffing, LLC** ("OnIT") a Florida Limited Liability Company with offices at 1401 Forum Way – Suite 100, West Palm Beach, Fl 33401 and **The City of Doral** ("CLIENT") with offices at 8401 NW 53rd Terrace, Doral Fl 33166. OnIT and CLIENT may be referred to herein each as a "party" or collectively as the "parties".

This agreement is effective as of the date signed by both parties.

Definitions
Candidate – a Candidate will be anyone who is presented to CLIENT by OnIT as a potential Consultant or Direct Hire whether or not that person is ever engaged by CLIENT

Consultant – refers to an OnIT employee who is contracted to do work on behalf of CLIENT

Direct Hire – refers to a person recruited by OnIT on behalf of CLIENT to become an employee of CLIENT

OnIT is in the business of providing staffing and recruiting services. OnIT's services include providing Consultants and/or recruiting for Direct Hires. CLIENT wishes to engage OnIT's services and accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

I. CONSULTANTS
This section only applies if and when OnIT is engaged by CLIENT to provide Consultants

    a *Scope of Services* OnIT shall provide Consultant(s) to CLIENT to perform work as indicated and authorized by CLIENT on a Consultant Services Order ("Work Order"). Neither party shall incur any obligation without a Work Order executed by both parties

    b *Fees* The CLIENT shall review and approve timekeeping for each Consultant promptly at the end of each calendar week. CLIENT shall pay OnIT all time expended and expenses incurred by the Consultant, as set forth in the time reports, at the agreed upon rate, per the applicable Work Order

    c *Payment of Fees* OnIT shall submit invoices detailing charges to the CLIENT. These invoices will list the name of each Consultant assigned to the CLIENT and all charges and expenses applicable to each Consultant. CLIENT agrees to pay OnIT the total amount set forth on each invoice within 30 days of the invoice date (the "Due Date"). CLIENT shall pay interest on any amount not paid to OnIT by the Due Date. The interest rate on any past due amounts will be the lesser of 1% per month or the maximum rate of interest permitted by the law in the state where services were performed

    d *Terms, Termination and Cancellation* This Agreement shall remain in effect until terminated by either party by giving 30 days prior written notice at the addresses for notice defined herein. CLIENT will pay OnIT for all work performed under all outstanding Work Orders up to and including the effective date of termination. Notwithstanding any provision in this Agreement, the CLIENT may immediately terminate any Consultant for any of the following behaviors: (a) insubordination or failure to follow instructions, (b) unexcused failure to report to work, or (c) bad acts, including but not limited to, theft or violence or the attempt or threat of the same. CLIENT will pay OnIT for all work performed by Consultant(s) up to and including the effective date of any such termination

    e *Extension of Work Orders* CLIENT shall notify OnIT of its intent to extend the term of any Work Order at least 25 business days prior to the Work Order's End Date. Failure to notify OnIT of the CLIENT's intent to renew, as provided herein, may result in Consultant being unavailable for the extended term

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f   *Consultant's Replacement*   If a Consultant leaves the employ of OnIT for any reason or otherwise becomes unable to perform the services assigned to Consultant in any Work Order, OnIT shall use reasonable efforts to replace Consultant with another Consultant of similar qualifications. In the event OnIT is unable to find a replacement Consultant, CLIENT's sole recourse shall be to terminate the Work Order. OnIT will not be liable for any damages, circumstantial or otherwise that may result from the failure to replace Consultant.

g   *Non-Solicitation of Consultant* CLIENT acknowledges that OnIT has a substantial investment in its Consultants and in consideration of this investment, CLIENT agrees that during the term of this Agreement and for a twelve month period thereafter, regardless of the reason for termination, CLIENT may not solicit for employment, retain, employ or contract with Consultant who is providing or has provided services related to this Agreement, without first receiving written consent from OnIT, unless a Contract-to-Hire arrangement has been made between CLIENT and OnIT. This clause will survive the termination of this Agreement.

Client agrees to pay any reasonable damages that may result from a breach hereof and agrees that a reasonable charge for the violation of this agreement will be a lump sum payment of 35% of the consultants actual or anticipated annual salary.

h   *Contract-to-Hire* A Contract-to-Hire arrangement must be indicated on the Work Order and is designed for CLIENT to "test drive" a Consultant with an option to Direct Hire that Consultant at the end of a predetermined period of time. The Direct Hire fees will be built-in to the Consultant's hourly rate and at the end of the predetermined time period CLIENT may directly hire the Consultant at no additional fees.

II. DIRECT HIRE
This section only applies if and when OnIT is engaged by CLIENT to provide Direct Hires

a   *Scope of Services* OnIT will recruit and provide Candidates to CLIENT for consideration for regular, full-time, "permanent" positions as indicated and authorized by CLIENT on a Direct Hire Services Order ("Job Order"). Neither party shall incur any obligation without a Work Order executed by both parties.

b   *Fees* CLIENT acknowledges that OnIT earns and charges a placement fee as a result of a Candidate accepting a position with CLIENT within a one year period of an introduction made by OnIT. OnIT charges a fee based on **15%** of the Candidates first years' expected salary and unless otherwise stated on the Job Order and approved by both parties.

c   *Payment of Fees* OnIT shall invoice CLIENT the Direct Hire fee and CLIENT agrees to pay that invoice to OnIT within 30 days of the invoice date (the "Due Date"). CLIENT shall pay interest on any amount not paid to OnIT by the Due Date. The interest rate on any past due amounts will be the lesser of 1% per month or the maximum rate of interest permitted by the law in the state where Candidate was hired.

d   *Placement Warranty* OnIT has a three-month warranty on Direct Hires. If the employment of an employee initially placed with CLIENT by OnIT terminates prematurely, CLIENT may be eligible for a credit towards future direct hire fees. This credit would be applied towards future Direct Hire fees of a replacement employee. The fee credit is only available if employee resigns voluntarily or if employee is terminated for his/her inability to perform the duties for which he/she was hired.

Credited amount will be based a percentage of the fees paid for the terminated employee and will vary depending on the number of days that have passed since the employ was hired, as follows

WorkSource

0-30 past hire date	Credit = 100%
31-60 days past hire date	Credit = 50%
61-90 days past hires date	Credit = 25%

Eligibility for this credit is contingent upon OnIT having received payment from CLIENT by the Due Date

III. GENERAL TERMS

a   *Indemnification* Subject to the limitations set forth in Paragraphs III (h) and (i), OnIT agrees to indemnify and hold harmless CLIENT, its officers, agents and employees from and against any and all liability to third parties for bodily injury, death or physical damage to tangible property to the extent proximately caused by the negligent errors, acts or omissions of Consultant

CLIENT agrees to indemnify and hold harmless OnIT, its officers, agents, employees and consultants from and against any and all liability to third parties for bodily injury, death or physical damage to tangible property to the extent proximately caused by the negligent errors, acts or omissions of CLIENT

b   *Notices* All notices and other communications required by the provisions of this Agreement shall be in writing and shall be deemed given if delivered either personally, by a nationally recognized overnight delivery service or sent electronically to the email address specified below

If to the CLIENT

The City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

If to OnIT
OnIT Staffing Solutions
1401 Forum Way – Suite 100
West Palm Beach, FL 33401
notices@OnITStaffing.com

c   *Enforceability and Severability* The unenforceability, for any reason, of any term, condition, covenant or provision of this Agreement shall neither limit nor impair the operation, enforceability or validity of any other terms, conditions, provisions or covenants of this Agreement In the event that any term, condition, covenant or provision of this Agreement is deemed to be overreaching by a court of competent jurisdiction, that term, condition or provision shall limited to the maximum allowed by law but will remain in full effect

d   *Entire Agreement, Amendment* This Agreement together with any validly executed Work Orders attached to this Agreement, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral or written proposals, negotiations and agreements concerning such subject matter, all of which are merged in this Agreement This Agreement may not be amended or modified except by a further written agreement signed by the parties to this Agreement specifically referencing this Agreement

e   *Assignment* CLIENT is not permitted to assign or transfer any of its rights, obligations or duties under this Agreement without the prior written consent of OnIT, which will not be unreasonably withheld

f   *Binding Effect* This Agreement shall be binding upon and inure to the benefit of, the parties and their respective successors, legal representatives and any permitted assigns

g   *Force Majeure* Neither party shall be liable for failure or delay in performance of its obligations under

this Agreement when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such liability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period, provided, however, that if the delay continues for a period of 15 days or more, either party may terminate this Agreement by written notice to the other party.

h. *Relationship of Parties* Neither party shall represent itself to be the agent, employee, partner or joint venture of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. OnIT shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance and other legal requirements.

i. *Limitation of Liability* IN NO EVENT SHALL EITHER PARTY, ITS EMPLOYEES, CONSULTANTS OR CONTRACTORS BE LIABLE FOR ANY LOSS OF REVENUE OR PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THEY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

j. *Governing Law and Venue* This Agreement shall be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Florida. Venue shall be exclusively in the State or Federal Courts located in Palm Beach County, Florida and Parties waive any rights to contest this jurisdiction including, without limitation, any defense of forum non-conveniens.

k. *Confidentiality and Ownership of Intellectual Property* OnIT will instruct its Consultants to keep confidential all confidential information of CLIENT, so designated by CLIENT. The products of this Agreement shall be the sole and exclusive property of the CLIENT free from any claim or retention of rights thereto on the part of OnIT, its employees or contractors. The parties agree that such products shall be works made for hire within the meaning of the US Copyright Act and for all such products the CLIENT shall have the right to obtain and to hold in its own name patents or copyrights or such other protection as may be appropriate to the subject matter and any extension or renewal thereof. OnIT agrees to give the CLIENT and any other person designated by the CLIENT all assistance reasonably required to perfect its rights pursuant to this paragraph and OnIT agrees not to use, sell, transfer, assign or plagiarize any product that belongs solely and exclusively to CLIENT.

l. *Attorneys' Fees* In the event that litigation arises between the Parties with regards to this agreement, the prevailing party shall be entitled to collect from the other party all reasonable costs, necessary disbursements and attorneys' fees.

m. *Duly Authorized Signatures* Each party represents and warrants that the person signing this Agreement on its behalf has been and is on the data of this Agreement duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

CLIENT:

By _____
       Name

Title _____

Date 9.11.15

OnIT STAFFING SOLUTIONS.

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WorkSource

1401 Forum Way, Suite 100 | West Palm Beach, Fl 33401 | (561) 277-2383

By _Elizabeth Pya_
     Name

Title _Director of Sales_

Date _9/14/15_

Approved as to form and legal sufficiency
for the sole use of the City of Doral.

_____
City Attorney

Daniel A. Espino - Weiss Serota
Print Name

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Addendum to Agreement
by and between
On IT Staffing, LLC
&
City of Doral

The Agreement ("Agreement") by and between On IT Staffing, LLC ("Provider") and the City of Doral (the "City") is entered into contemporaneously with this first addendum to the Agreement (the "Addendum"). To the extent that this Addendum conflicts with the Agreement, including, but not limited to, any exhibits thereto, this Addendum shall control. The City and Provider may be referred to individually as a "Party" or collectively as the "Parties." The Parties hereby acknowledge and agree that consideration specified in the Agreement is good and valuable consideration sufficient for this Addendum, which is meant simply to vary terms in the form Agreement.

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

(a) 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.

(b) So as to comply with public records laws, Provider shall:

   i. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
   ii. 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;
   iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
   iv. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor 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;

(c) The City may cancel the 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.

II. Representations and Warranties of Provider.

(a) Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

    i. Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

    ii. Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

    iii. The execution, delivery and performance of the Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render the Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

    iv. Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under the Agreement in a professional and first class manner.

III. Compliance with Laws.

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

IV. Non-collusion.

Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

V. Truth in Negotiating Certificate.

Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

VI. Survival of Provisions

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.

VII. Prohibition of Contingency Fees.

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 the 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 the Agreement.
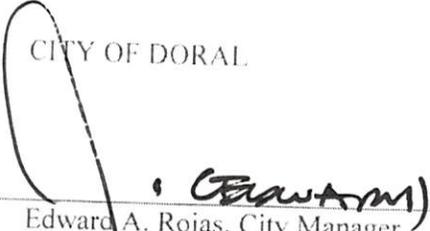
VIII. Counterparts

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

[This space intentionally left blank. Signatures to follow.]

ATTEST:

(signature)

Connie Diaz, City Clerk

CITY OF DORAL

By: _(signature)_ (CERAWARD)
Edward A. Rojas, City Manager

Date: 9·11·15

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF DORAL. FLORIDA ONLY:

(signature)

Weiss Serota Helfman Cole & Bierman, P.L.,
City Attorney

On IT Staffing, LLC

By: _(signature)_

Date: 9/9/15