

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES RECRUITING SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into this last day of signature by and between Robert Half Inc., a Delaware corporation doing business through, and this Agreement and the obligations hereunder are limited to, its administrative & customer support, finance & accounting, management resources, technology, legal, marketing & creative, and their associated contract talent, permanent placement, and full-time engagement professionals practice groups ("PROFESSIONAL" or "RH") and the CITY OF BOERNE, TEXAS, a municipal corporation of the State of Texas ("CITY"). For convenience, the PROFESSIONAL and the CITY may sometimes be referred herein collectively as "parties" and individually as a "party." The parties agree that the HGAC Contract TS06-21 for Temporary Staffing, Direct-Hire and Other Employer Services, as amended, between RH and the Houston-Galveston Area Council (the "HGAC Agreement"), is incorporated into, and made part of, this Agreement.

### **WITNESSETH**

**WHEREAS**, CITY desires to engage the PROFESSIONAL to provide professional staffing services as more fully described in separate Task Orders in the form of Exhibit 1, attached herein; and

**WHEREAS**, PROFESSIONAL agrees to provide such work and services for the CITY in accordance with the terms of this Agreement;

**NOW, THEREFORE**, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

#### **1. Employment of PROFESSIONAL.**

(a) CITY agrees to engage the PROFESSIONAL and the PROFESSIONAL hereby agrees to perform the services which will be approved as separate task orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, CITY and PROFESSIONAL agree and acknowledge that CITY is entering into this Agreement in reliance on PROFESSIONAL's special and unique abilities. PROFESSIONAL accepts the relationship of trust and confidence established between it and the CITY by this Agreement. PROFESSIONAL acknowledges that PROFESSIONAL shall be solely responsible for determining the methods for performing the recruitment services described in this Agreement. PROFESSIONAL covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement in accordance with the industry standards of PROFESSIONAL's profession or business and in

compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The PROFESSIONAL warrants, represents, covenants, and agrees that all of the work to be performed by the PROFESSIONAL under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent staffing firms, as the case may be, practicing in the same or similar industry and under the same applicable professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent staffing firm, as the case may be.

(c) City will be responsible for supplying all tools and equipment necessary for PROFESSIONAL's temporary employees to provide the services as authorized in separate task orders.

(d) To the extent permitted by applicable law, PROFESSIONAL will have a third party vendor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation at the county level for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where temporary employees has resided or worked in the U.S. in the last seven years as stated on temporary employees' application; however, for any county where such criminal background investigation is impracticable, unavailable or would result in a delay of assignment (as determined by PROFESSIONAL in consultation with the third party vendor), the third party vendor may instead complete a seven-year statewide criminal background investigation in the state where such county is located, if available, for the same convictions and pending charges; (c) perform a five-year employment verification of temporary employees based on the employer(s) listed on temporary employees' application to the extent the information can be verified; and (d) perform a ten-panel urine drug screen on temporary employees, unless temporary employees or the placement is located in a jurisdiction where such drug screen is restricted, in which case PROFESSIONAL will limit the drug screen scope and adjudication to the extent legally allowed. CITY represents and warrants that any drug screens requested by CITY are permitted by law and that CITY will maintain and act on the results in accordance with applicable law. PROFESSIONAL will review the information revealed by these checks and determine temporary employees' eligibility for jobs in accordance with applicable law.

If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, CITY acknowledges that the checks will not be completed for temporary employees in time for temporary employees' start date due to such delays or unavailability of sources. CITY will permit temporary employees to start an assignment with CITY on the start date while attempting to complete the checks. CITY will hold PROFESSIONAL harmless for any liability for having temporary employees start prior to the completion of the checks. If CITY requests a copy of the results of any checks conducted on temporary employees, CITY

agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

## **2. CITY Obligations.**

- (a) CITY shall supervise temporary employees providing services to CITY and providing safe working conditions. CITY shall not permit or require temporary employees (i) to perform services outside of the scope of temporary employee's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by temporary employee; (vii) to operate machinery (other than office machines) or automotive equipment. Since PROFESSIONAL is not a professional accounting firm, CITY agrees that CITY will not permit or require temporary employee (a) to render an opinion on behalf of PROFESSIONAL or on CITY's behalf regarding financial statements; (b) to sign the name of PROFESSIONAL on any document; or (c) to sign their own names on financial statements or tax returns. If you permit or allow 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, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow a Professional to engage in the activities described in this paragraph, you will not permit or allow the Professional to handle more than (i) \$1,000 per day if you are a non-profit entity, or (ii) \$25,000 per day if you are a for-profit entity.
- (b) CITY recognizes that PROFESSIONAL is not a law firm and is not licensed to practice law and has not been retained to provide legal advice or services. In order to satisfy the requirements of the various state bars and similar organizations that regulate the practice of law, CITY agrees that PROFESSIONAL's placement of licensed attorneys (as project attorneys or in a non-attorney role) ("Project Attorneys") with CITY is subject to the following terms and conditions: a. CITY will not permit or require the Project Attorneys to directly represent any party, person, entity or organization, sign contracts, pleadings, affidavits or declarations, correspondence with court officials, terms sheets or settlement agreements, appear as the primary attorney of record in any court or legal proceeding or render legal opinions on behalf of PROFESSIONAL, CITY or any other party while on the engagement. b. Each Project Attorney will be under the control and supervision of an employee or partner of CITY's firm or company who is licensed, or otherwise authorized, to practice law in the state where the Project Attorney is providing services. CITY will determine that the Project

Attorney has the requisite knowledge and skill level, furnish all necessary resources to the Project Attorney and take all appropriate steps to protect client confidential information without any participation by PROFESSIONAL. c. CITY will consult with each proposed Project Attorney prior to any assignment to determine that any previous services performed by the Project Attorney will not create a conflict of interest, risk disclosure of client confidential information or present any other ethical problem. If CITY determines that such a conflict of interest or other ethical problem exists, CITY will inform PROFESSIONAL immediately, and PROFESSIONAL will provide a replacement attorney with no charge for the time spent by the original Project Attorney participating in this preliminary ethical determination. d. The hourly fees paid to PROFESSIONAL under this Agreement are solely for locating, recruiting, interviewing and placing Project Attorneys and no portion of such amount is deemed to represent legal fees paid to PROFESSIONAL.

- (c) CITY may request that PROFESSIONAL permit its temporary employees to provide services to CITY remotely (i.e., from a location other than CITY's offices) using CITY's or PROFESSIONAL's laptop and/or other computer or telecommunications equipment (the "Equipment"). CITY acknowledges and agrees that PROFESSIONAL shall have no control over, and CITY shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the temporary employee, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, CITY must not permit temporary employee to save or store any of CITY's files or other data on the Computer Systems provided by PROFESSIONAL (including, but not limited to, any virtual desktop infrastructure solution). CITY agrees that PROFESSIONAL shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.
- (d) RH does not authorize temporary employees to operate machinery (other than office machines) or vehicles. If you wish to permit temporary employees to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If you require temporary employees to drive a vehicle owned by you or by your employee, you agree 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 you permit temporary employees to (i) make bank deposits, (ii) carry cash in excess of \$100, negotiable instruments or other valuables while driving, or (iii) have passengers in the vehicle. It is agreed that you accept full responsibility for, and that RH does not maintain insurance to cover, any injury, damage, or loss that may result from your failure to comply with the foregoing. RH may charge you a technology fee for the provision of equipment or technology, if you request that a temporary

employees use equipment or technology provided by RH. RH will provide written or verbal notice of any technology fees starting as of the effective date RH specifies. 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.

3. **Compensation.** The CITY agrees to pay the PROFESSIONAL the fees set forth in separate task orders. Hourly rates for all assignments will be negotiated on a case-by-case basis pursuant to the HGAC Agreement. Within fifteen (15) days of the end of the month within which services were rendered, PROFESSIONAL shall provide City an invoice specifying the services provided for the week ending dates occurring during the previous month and the total amount owed by the City. Payment will be made by the CITY within thirty (30) days of receipt of an invoice from PROFESSIONAL. The total amount of this contract for a term of 3 years shall not exceed \$200,000. Notwithstanding anything to the contrary in this Agreement, PROFESSIONAL may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if PROFESSIONAL continued to provide services after the Not-to-Exceed Amount was reached).
4. **Changes.** CITY may, from time to time require changes in the scope of services of the PROFESSIONAL to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the PROFESSIONAL, shall be incorporated in written amendment to this Agreement.
5. **Services and Materials to be Furnished by CITY.** CITY shall furnish the PROFESSIONAL with all available information and data PROFESSIONAL requests pertinent to the execution of this Agreement. CITY shall cooperate with the PROFESSIONAL in carrying out the work herein and shall provide adequate staff for liaison with the PROFESSIONAL.
6. **This Section Intentionally Left Blank.**
7. **Term and Termination of Agreement.** This agreement will be for a period of three years beginning on the effective date of this agreement. Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.
8. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

9. **This Section Intentionally Left Blank.**

10. **This Section Intentionally Left Blank.**

11. **Indemnification.** PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL, and (B) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROFESSIONAL SHALL NOT BE LIABLE FOR, OR HAVE ANY DUTY OF INDEMNIFICATION WITH RESPECT TO ANY ACTS OR OMISSIONS OR VIOLATION OF APPLICABLE LAW OF THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Insurance.** PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of two (2) years thereafter the following minimum insurance:

- a. Commercial general liability insurance, including personal injury liability, broad form contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

- b. Automobile bodily injury insurance with a limit of not less than \$1,000,000 per occurrence.
- c. Statutory workers' compensation and alternate employer insurance as required by state law.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claims made and annual aggregate.

PROFESSIONAL shall provide the CITY with a certificate of insurance required hereunder prior to commencing work for the CITY. PROFESSIONAL shall endeavor to provide the CITY with written notice of any coverage limit change on the insurance throughout the duration of this Agreement.

13. **Prompt Performance by Professional.** All services provided by PROFESSIONAL hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of PROFESSIONAL's industry applicable to such staffing services contemplated by this Agreement.
14. **Client Objection to Personnel.** If at any time after entering into this Agreement, the CITY has any reasonable objection to any of PROFESSIONAL's personnel, or any personnel, professionals and/or consultants retained by PROFESSIONAL, PROFESSIONAL shall promptly propose substitutes to whom the CITY has no reasonable objection, and PROFESSIONAL's compensation shall be mutually agreed upon between PROFESSIONAL and City.
15. **Timeliness of Performance.** PROFESSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
16. **Personnel.** All of the services required hereunder will be performed by the PROFESSIONAL and all personnel engaged in the work shall be qualified, as delineated in the applicable Task Order, to perform such services.
17. **Independent Contractor.** In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of the CITY or as creating a partnership or joint venture relationship between PROFESSIONAL and the CITY.
18. **Assignability.** The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
19. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

20. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Kendall County, Texas.
21. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and PROFESSIONAL, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either the CITY or the PROFESSIONAL.
22. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
23. **HB 89 and SB 252 Certifications.** PROFESSIONAL hereby certifies that the Contractor does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, PROFESSIONAL hereby certifies that the PROFESSIONAL is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.
24. **Conflicts of Interest.** By signature of this Agreement, PROFESSIONAL warrants to CITY that it has made full disclosure in a completed Conflicts of Interest Questionnaire of any known existing conflicts of interest or potential conflicts of interest which would prevent PROFESSIONAL from entering into this Agreement. PROFESSIONAL further warrants that it will make disclosure in writing of any known conflicts of interest that develop subsequent to the signing of this Agreement. PROFESSIONAL warrants that it has submitted to the CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.
25. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
26. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.



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**IN WITNESS WHEREOF**, CITY and the PROFESSIONAL have executed this Agreement as of the date first written above.


**CITY OF BOERNE, TEXAS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ROBERT HALF INC. <sup>EOE</sup>**

By:  \_\_\_\_\_  
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Print Name: Ryan McKittrick

Title: Vice President

**EXHIBIT 1**  
**Task Order**

This Task Order defines the staff augmentation services that Robert Half Inc. (“PROFESSIONAL”) will provide to CITY OF BOERNE, TEXAS (“CITY”) under the terms and conditions of the Agreement to Provide Professional Services Recruitment Services dated \_\_\_\_\_, and the HGAC Contract TS06-21 for Temporary Staffing, Direct-Hire and Other Employer Services between Robert Half Inc. and the Houston-Galveston Area Council (together, the “Agreement”), which Agreement is incorporated into and made a part of this Task Order. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Description of Assignment: Staff augmentation services of temporary employee to assist as a enter job title.

Assignment Start Date:

Assignment End Date: To be determined but estimated to last until \_\_\_\_\_.

Estimated Not-to-Exceed Amount:  
Notwithstanding anything to the contrary in this Agreement, PROFESSIONAL may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if PROFESSIONAL continued to provide services after the Not-to-Exceed Amount was reached).

RH Temporary Employee:

<u>Name</u>	<u>Job Order #s</u>	<u>Bill Rate</u>
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The parties hereby concur in this Task Order. In the event of a conflict between the terms of this Task Order and the terms of the Agreement, the terms of the Agreement shall take precedence for purposes of this Task Order only.

**CITY OF BOERNE, TEXAS**

**ROBERT HALF INC.<sup>EOE</sup>**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

