



STAFFING SERVICE AGREEMENT – CONTINGENT HIRE SERVICES

Infojini Inc

INFOJINI INC. – IT Staffing and Solutions

This service agreement ("Agreement") is between Infojini Inc. (Hereinafter "Infojini") with address at 10015 Old Columbia Road, Suite B215, Columbia, MD 21046 and City of Killeen (Hereinafter "Client") with address at 101 N. College Street, Killeen, Texas 76541.

1. Infojini agrees to provide personnel eligible to work at CLIENT's request who shall provide services under CLIENT's sole management and supervision. INFOJINI shall provide the services as follows:
 - a. Recruit, screen, interview, and assign its employees ("Contract Employees") to perform the type of work described by CLIENT.
 - b. For purposes of this agreement, Contract Employee is any person named in Purchase/Work Order from CLIENT to Infojini during the term of this Agreement and must be an employee of Infojini for the term of his or her contracted services to CLIENT;
 - c. Pay Contract Employees' wages and provide them with the benefits that INFOJINI offers to them;
 - d. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Contract Employees. Infojini will have all legal liabilities and meet all legal and government regulation requirements as required of the employer of the Contract Employee(s);
 - e. Comply with all federal, state, and local employment laws and regulations, as applicable.
2. CLIENT agrees to provide Contract Employees with a safe, suitable, workplace and equipment; provide all legally-mandated meal and rest breaks; and comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately address potential hazards at CLIENT'S worksite.
3. The term of this agreement shall be two (2) years. Infojini and Client may renew the contract for up to three (3) additional one-year terms by giving notice at least sixty (60) days before the end of the initial or any subsequent term. Infojini agrees that CLIENT may terminate Contract Employee(s) at any time, without prior notice.
4. Infojini Inc. will generate a Purchase/Work Order upon CLIENT's request indicating the Billing Rate for each Contract Employee. CLIENT agrees to be invoiced monthly for services rendered by Infojini. Payment in full for services rendered for the prior month's services is due within thirty Days (NET 30 days) from invoice date. A copy of the approved time sheets will be sent for all invoices.
5. Price: Infojini agrees to provide staffing services for the positions at the prices set forth in the Fee Proposal table below. The hourly rate includes all out-of-pocket expenses attributable to the performance of the services, i.e. fringe benefits, background check costs, all travel, vendor markup, and other applicable surcharges & expenses.

S.no	Job Categories	Hourly Bill Rates (Range)
1.	Clerical/Administrative staff (Data entry, filing, receptionist, bookkeeping, secretarial)	\$12.34 - \$20.90
2.	Professional staff (e.g. Executives, Accounting, Human Resources)	\$14.03 - \$18.64

3.	Services staff (e.g. General labor, warehouse, maintenance)	\$12.74 – \$17.79
4.	Skilled Trade staff (e.g. HVAC, plumbers, electrical)	\$12.61 - \$21.05

6. Infojini is engaged in supplying contract labor personnel as requested by CLIENT, to work under CLIENT's sole direction, control and supervision. Therefore, CLIENT understands that Infojini is not responsible for project management or product liability.
7. This Agreement is effective for all personnel hereafter provided to CLIENT. This Agreement constitutes the entire agreement between the parties, supersedes all previous agreements or representations, and may not be modified except in a writing signed by a duly authorized representative of CLIENT and Infojini, or by an addendum as to rates as set forth above.
8. To the extent permitted by applicable law, Infojini will complete a ten (10) year criminal background investigation for all state felony convictions and state misdemeanor convictions in every county where the employee has resided or worked within the U.S. to include sex offender registries.
9. Infojini agrees that all work product of any Contract Employee completed while contracted to work for CLIENT shall be the sole and exclusive property of CLIENT.
10. CLIENT agrees that the signing of a completed timecard by the designated CLIENT representative is acceptance by CLIENT of all hours worked as represented on the timecard. The designated CLIENT representative for each specific Contract Employee shall be named in the Purchase/Work Order. CLIENT further acknowledges that Infojini compensates all Contract Employees on an hourly basis, and that Infojini only pays Contract Employees upon their remittance of a completed timecard signed by CLIENT. In consideration thereof, CLIENT agrees to pay in full all Infojini invoices that are accompanied by a copy of the corresponding CLIENT-signed timecard(s).
11. This Agreement is the result of a Request for Proposals (RFP) issued by Client and the response submitted by Infojini. All terms of the RFP and the proposal submitted by Infojini, including any supplemental responses, are incorporated into this agreement by reference as though attached.
12. This Agreement and services rendered with regard to the Agreement shall be deemed to have been entered into and performed at CLIENT's location and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Texas. Venue for any dispute shall lie in the courts having jurisdiction for Bell County, Texas.
13. Infojini shall indemnify, defend and hold CLIENT harmless from all claims, losses and liabilities, including reasonable attorney's fees, to the extent caused by Infojini's breach of this agreement; its failure to discharge its duties and responsibilities set forth in this agreement; or the negligence, gross negligence, or willful misconduct of Infojini or its officers, employees or authorized agents in the discharge of the duties and responsibilities set forth in this agreement. For purposes of this paragraph, CLIENT shall mean the City of Killeen, its elected officials, officers, employees and authorized agents.

14. Neither party may transfer or assign its responsibilities and duties without the written consent of the other party.
15. Both parties may receive information that is proprietary or confidential to the other party. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever, other than performing under this agreement or as required by law, including but not limited to the Texas Public Information Act.
16. Any notice or other communication will be deemed to be properly given when sent by United States mail to the address shown above.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed as of the date set forth below.


CLIENT

Signature:

Name and Title:

Date:

Infojini Inc.

Signature: 

Name and Title: Sandeep Harjani, Director

Date: 05/23/2019