

## **Agreement between City of North Miami and Tryfacta, Inc.**

**Tryfacta, Inc.**, with its principal office located at **4637 Chabot Dr, Suite 100, Pleasanton, CA 94588**, along with its affiliates ("Agency" or "Tryfacta"), and **City of North Miami** with its principal office located at \_\_\_\_\_ agree to the terms and conditions set forth in this Recruiting/Staffing

Management Services Agreement (the "Agreement") on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

### **1. Object**

- a. This Agreement intends to provide services by Tryfacta to the City of North Miami of outsourced services.
- b. Tryfacta is hereby retained by City of North Miami for the provision of personnel ("Staffing Employees") staffing services (the "Services") during the term of this agreement.
- c. Without limiting the generality of the foregoing, the parties agree that Tryfacta will make the Services as described and incorporated into this Agreement available to the City of North Miami.
- d. Any Services, in addition to those specified in documents attached to this Agreement, required by City of North Miami will be
  - i. requested by City of North Miami in writing,
  - ii. provided to City of North Miami at mutually agreed-upon rates and
  - iii. incorporated into this Agreement upon mutual written agreement of the parties.
- e. Tryfacta will use its best efforts to assure that all Services requested by the City of North Miami, beyond those identified in this agreement, which are within the scope of services usually and customarily supplied by Tryfacta are available as and when needed by City of North Miami.
- f. If City of North Miami requests that Tryfacta provides services outside the scope of services usually and customarily supplied by Tryfacta, Tryfacta may, but will not be obligated to, provide such services hereunder.
- g. Notwithstanding anything herein to the contrary, this Agreement does not obligate or require City of North Miami to order, procure, utilize, or use the Services of the Tryfacta. Further, City of North Miami expressly reserves the right, at any time, to order, specify, or utilize temporary employees or other staffing services that are the same or similar to the Services from any other Tryfacta.

### **2. Staffing Employees.**

- a. Only Tryfacta, and not the City of North Miami, will be the employer of the Staffing Employees or any other employees supplied to City of North Miami by Tryfacta. City of North Miami will have no responsibility for any payment owing to any employee of Tryfacta.
- b. Tryfacta will recruit, interview, test, select, hire, and compensate the persons who will perform the Services to be provided by Tryfacta hereunder per Tryfacta's employment standards and practices imposed by City of North



Miami. Tryfacta will be solely responsible for selecting, hiring, reviewing, evaluating, and terminating its staffing employees performing services hereunder.

- c. Tryfacta will always comply with all applicable federal, state, or local laws or regulations applicable to Tryfacta as an employer relating to compensation, hours of work, or other conditions of employment.
- d. Tryfacta shall be solely responsible for all contributions, taxes (state taxes, federal taxes, workers' compensation, FICA, maternity benefits, and federal unemployment insurance), and assessments for its Staffing Employees under all federal, state, and local laws (excluding sales tax) and make required and submit required tax withholdings.
- e. Tryfacta agrees to indemnify and hold harmless City of North Miami against any liability for premiums, contributions, or taxes payable under any workers' compensation, unemployment compensation, disability benefits, old age benefit, or tax withholding laws for which City of North Miami shall be finally adjudged liable as an employer concerning any compensation that Tryfacta agreed to pay to Staffing Employee for the performance of services under this Agreement.
- f. Tryfacta shall be exclusively responsible for establishing and maintaining the wages and any benefits provided to its Staffing Employees.
- g. It is further agreed and understood that all assignments, whether with City of North Miami or otherwise, shall be made by Tryfacta or after approval by Tryfacta.
- h. Tryfacta will instruct all staffing employees to acknowledge in writing before beginning their assignments at City of North Miami's facility, according to this Agreement, that they will have no right to participate in City of North Miami's employee compensation and/or benefit plans and that they are not to be deemed employees of City of North Miami for any reason.
- i. Tryfacta shall comply with the Fair Labor Standards Act, the Immigration Reform and Control Act (including proper completion and retention of 1-9 forms), and all other federal, state, and local laws, ordinances, regulations, and codes, including identification and procurement of required permits, certificates, approvals and inspections, and any other laws which subsequently become applicable to Tryfacta or the Staffing Employees, in performance under this Agreement Tryfacta shall act in compliance with any statutory and regulatory requirements for employee leaves of absence including, but not limited to the Family Medical Leave Act and the Americans with Disabilities Act.
- j. This Agreement or any interest or duties thereunder shall not be delegated, subcontracted, assigned, or transferred by the Tryfacta or by operation of law or otherwise without the prior written consent of City of North Miami, and any attempt to do so is void.
- k. Non-transfer of Assigned Employee: The Assigned Employee engaged by City of North Miami under this Agreement shall not be placed/referred/transferred by Tryfacta to any other third party/competitor till such Assigned Employee ceases to be engaged by City of North Miami.

### **3. Equal Opportunity and Affirmative Action.**

Tryfacta and City of North Miami both affirmatively state that they are equal opportunity employers and recognize the commitment of the other in this area. This contractor and subcontractor shall abide by the requirements of 41 CFR Part 60-1-.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. They also prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity,



or national origin. Moreover, these regulations require the covered prime contractors and subcontractors to take affirmative action to employ and advance in employment individuals without regard to race, color, religion,

sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. Failure to abide by this paragraph will be treated as a breach of the terms of this Agreement.

#### **4. General Representations and Warranties**

- a. Tryfacta and its Staffing Employees shall perform the Services using the highest degree of skill, professionalism, and care.
- b. Tryfacta warrants that all Services and its Staffing Employees provided hereunder will be performed under the agreed-upon deadlines and to the best of its ability and in a good, professional, and workman-like manner with the highest standards of care, skill, and diligence used by persons who are skilled, trained and experienced concerning the Services to be provided.
- c. City of North Miami represents and warrants to Tryfacta that it is duly organized, validly existing, and in good standing under the State of New Jersey laws.
- d. Each party represents that it shall comply with all applicable state and federal statutes and regulations in its dealings with the other party and its employees, including, but not limited to, Staffing Employees.
- e. Each party hereto represents and warrants as follows:
  - i. Such party has all requisite legal power and authority to execute and deliver this Agreement and to perform its obligations hereunder and
  - ii. This Agreement constitutes a legal, valid, and binding obligation of such party and is enforceable against such party by its terms.

#### **5. Payment Terms, Bill Rates, and Fees**

City of North Miami will pay Tryfacta for its performance at the rates outlined in Exhibit "A" and will pay any additional costs or fees outlined in this Agreement. Tryfacta will invoice City of North Miami for services provided under this Agreement on a monthly/ weekly basis. Payment is due 30 days from the date of receipt of the invoice. Invoices will be supported by the pertinent time sheets or other agreed systems for documenting time worked by the Assigned Employees. City of North Miami's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct. It authorizes Tryfacta to bill City of North Miami for those hours. If a portion of any invoice is disputed, City of North Miami will pay the undisputed portion upon receipt, subject to the terms in Section 5.

The City of North Miami shall not reimburse any expenditure on advertisement nor on any other item unless explicitly agreed in writing beforehand, which is incurred by the Tryfacta.

City of North Miami shall pay Tryfacta as mentioned in Exhibit A under this agreement if City of North Miami takes on roll the designated Associate referred/placed by Tryfacta within the term /duration of the contract of the Assigned Associate.

The City of North Miami may also have the option to take designated Assigned Associate on rolls after 6 months of the expiry of the agreed contract period of the Associate without any absorption fee as mentioned in this agreement.

## **6. Confidential Information.**

- a. Tryfacta and City of North Miami acknowledge and agree that during the performance of the Services, each party may learn of, be exposed to, or come into possession of certain "Confidential Information," as defined herein, developed, or owned by the other party or entrusted to the other party by others. Tryfacta and City of North Miami agree that each will not, directly or indirectly, (i) use such Confidential Information except as required in the ordinary and proper course of performing the staffing services (in the case of Tryfacta) and receiving the staffing services (in the case of City of North Miami); (ii) disclose such Confidential Information to any other person, corporation or entity; or (iii) allow third party access to such Confidential Information (except as may otherwise be required by law) without, in each case, obtaining the prior written approval of the other party. The foregoing restrictions shall continue to apply after the expiration or termination of this Agreement, regardless of the reasons for such termination or expiration. They shall continue to use for so long as the confidential nature of such information is maintained.
- b. For this Agreement, Confidential Information shall mean (i) the work made for hire contemplated by the Agreement; (ii) financial information, including sales, profits, pricing methods, and cost information; (iii) information concerning products, services, systems, plans, processes, procedures, methods, data files and research and development (whether or not protected by patents); (iv) customer, vendor and sources of supply lists, marketing plans, surveys and other marketing information; (v) information regarding any acquisition, divestiture or other business restructuring; and (vi) any other information which the disclosing party treats or considers confidential. Notwithstanding the foregoing, Confidential Information shall not include any information that is: (i) available or becomes available from public sources or that is in the public domain through no fault of the recipient party; (ii) received by Tryfacta or City of North Miami at any time from third parties without breach of a non-disclosure obligation to the other party; (iii) shown through proper documentation to have been developed independently by receiving party before the date of the Agreement; (iv) readily discernible from publicly available products or literature; or (v) approved for disclosure by prior written permission of a corporate officer of the other party.
- c. Tryfacta and City of North Miami agree to protect all documents, records, tapes, and other media containing the Confidential Information (the "Confidential Documents"). Tryfacta and City of North Miami further acknowledge and agree that the Confidential Documents of each party are, and shall remain, the sole and exclusive property of such party. Tryfacta and City of North Miami agree that each will employ the same security measures to Confidential Information received from the other party that it would apply to its comparable confidential information (but in no event less than a reasonable degree of care in handling Confidential Information). Without limiting the generality of the foregoing, Tryfacta and City of North Miami agree that (i) Confidential Information shall not be distributed, disclosed, or conveyed to any third party except upon the other party's prior written approval; (ii) no copies or reproductions shall be made of any Confidential Information except to perform the Services described in any Work Order; (iii) Tryfacta and City of North Miami shall not make use of the other party's Confidential Information for its benefit or the benefit of any third party. (d) In fulfillment of its obligation under this Section, Tryfacta will advise all its employees of any information that City of North Miami has advised Tryfacta is confidential and will require that all such employees and Staffing Employees sign agreements acknowledging their duty not to disclose such information. Tryfacta will inform its Staffing Employees of their obligation to keep in confidence any confidential information they might receive or observe on assignment for City of North Miami, and Tryfacta will request them to sign confidential or intellectual property agreements in City of North Miami's favor binding the Staffing Employees individually.

## **7. Work Product.**

Tryfacta, on behalf of itself and its employees, understands and agrees that the performance of this Agreement or the Services provided by Tryfacta, and its employees hereunder may result in the discovery, creation, or development of inventions, combinations, machines, methods, formulae, techniques, processes, improvements,



strategies, data and/or original works of authorship (collectively, the "Work Product"). Tryfacta and its employees agree that whether or not the Services are considered works made for hire or employment to invent, all such

Work Product discovered, created, or developed under this Agreement shall be and remain the sole property of City of North Miami and its assigns and Tryfacta agrees that City of North Miami shall have all copyright, trademark, and patent rights concerning any Work Product discovered, created or developed under this Agreement without regard to the origin of the Work Product. If and to the extent that Tryfacta may, under applicable law, be entitled to claim any ownership interest in the Work Product, Tryfacta hereby transfers, grants, conveys, assigns, and relinquishes exclusively to City of North Miami any right, title, and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law.

## **8. Term**

8.1 This Agreement shall be effective as of the date first set forth above and shall terminate as and when terminated by its provisions.

8.2 Subject to Article 8.1, the term of any Statement of Work shall be set forth therein. However, upon termination of this Agreement, any open Statements of Work will terminate concurrently.

8.3 Suppose the term of this agreement expires and the Services provisioned continue to be performed. In that case, this instrument will have its validity extended for the period corresponding to the maintenance of the Services.

8.4 The City of North Miami can terminate the agreement by giving 30 days' notice.

## **9. Limitation of Damages and Force Majeure.**

Except concerning each party's indemnification obligations in this Agreement or any third party claims, in no event shall either party be liable for any incidental, consequential, exemplary, special, exemplary or punitive damages or expenses or lost profits (regardless of how characterized and even if such party has been advised of the possibility of such damages) related to or connected with this Agreement or to any acts or omissions of either party, regardless of the form of action (whether in contract, tort, negligence, strict, liability, statutory liability or otherwise). Further, neither party shall be liable for delays or failure to perform under this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, pandemic, epidemic, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the delayed party's reasonable control. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must notify the other party promptly upon the occurrence of any such event or performance by the delayed party, which will not be considered excused under this Section, and inform the other party of its plans to resume performance.

## **10. Insurance/Indemnification.**

- a. At all times, during the term of this Agreement, Tryfacta will procure and maintain, at its own expense, the following insurance and, at the request of City of North Miami, shall provide City of North Miami with the following certificates of insurance:
  - i. Commercial General Liability- \$1,000,000 per occurrence.
  - ii. Automobile Liability- \$1,000,000 per occurrence.

- iii. Workers' Compensation- Statutory Limits.
  - iv. Employer's Liability (to include third-party coverage)- \$1,000,000 per occurrence.
- b. Except Subsection 10 (iii), Tryfacta shall list City of North Miami as an “Additional Insured” under all policies. All coverage supplied by the Tryfacta must be primary and non-contributory with a Waiver of Subrogation in favor of City of North Miami.
- c. To the fullest extent permitted by law, Tryfacta shall indemnify and hold harmless City of North Miami and its customers to which Staffing Employees are assigned, and their respective agents, officers, directors, employees, successors, and assigns, from and against all claims, demands, damages, losses, actions, judgments, liabilities and expenses (including but not limited to reasonable attorney's fees, costs and court costs), wherever brought and whether arising in tort, contract, law or equity, arising out of or resulting from, directly or indirectly, Tryfacta's (i) breach of its obligations under this Agreement or (ii) the performance or non-performance of any duties usual and customary to a temporary help services Tryfacta. Tryfacta's obligations shall include for purposes of clarification and not limitation, claims arising out of the civil rights and employment laws to the extent resulting from Tryfacta's acts or omissions or from the acts or omissions of anyone directly or indirectly employed by or affiliated with Tryfacta, or anyone for whose acts Tryfacta may be liable in the performance of Tryfacta's duties as a temporary help services Tryfacta. For purposes of this Agreement, the usual and customary duties of a temporary help services Tryfacta shall be defined as the duty to make all reasonable efforts to provide a qualified individual to perform the duties and functions of the job as described by City of North Miami.
- d. Our City of North Miami shall not be liable to Tryfacta for any direct, indirect, incidental, or consequential loss, liability, damage, costs, claims, or expenses from or connected with or arising out of or under this agreement. The total amount of liability of the City of North Miami will not exceed the total amount of charges or other expenses paid by City of North Miami.
- e. Notwithstanding anything to the contrary in this Agreement, Tryfacta will indemnify and forever release and discharge City of North Miami and its customers to which Staffing Employees are assigned, and their respective officers, agents, and employees and assigns and save them harmless from any against any workers' compensation claims of whatever kind or nature in connection with or respect to any injury to any Tryfacta employee arising from, out of or directly or indirectly related to work by such Tryfacta Employee under this Agreement or the use by any Tryfacta Employee of any City of North Miami asset or premises. In this regard, Tryfacta specifically represents and warrants that it maintains workers' compensation coverage for all Tryfacta employees working on City of North Miami assignments as required by law or otherwise as set forth in this Agreement.

#### **11. Surrender of Materials upon Termination.**

Upon termination of this Agreement, Tryfacta or its Staffing Employee/s shall immediately return to City of North Miami all copies, in whatever form, of any Confidential Information, Work Product, and other properties provided by City of North Miami, which are in Provider's possession, custody, or control.

#### **12. WAIVER**

The failure, with or without intent, of any Party hereto to insist upon the performance of the terms of this Agreement by the other Party shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of this Agreement nor shall such failure or election be deemed to constitute a waiver of the right of such Party, at any time whatsoever after that, to insist upon performance by the other, strictly by any terms or provisions hereof. All terms, conditions, and obligations under this Agreement shall always remain in full force



and effect during the subsistence of this Agreement except where otherwise amended or modified by the Parties by mutual written Agreement.

### **13. ENTIRE AGREEMENT**

The Parties confirm and acknowledge that this Agreement shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties concerning the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party unless arising out of the specific provisions of this Agreement and is in writing.

### **14. LANGUAGE OF CONTRACT**

The language of the contract and its fulfillment is English.

### **15. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of New Jersey without giving effect to principles of conflict of laws thereof, regardless of the place of making or performance. The Parties subject themselves to the exclusive jurisdiction of the courts at Princeton, New Jersey.

### **16. INDEPENDENT CONTRACTOR RELATIONSHIP**

This Agreement is not intended to create nor shall be construed to create any relationship between the Parties other than that of independent entities contracting to effect the provisions of this Agreement. Neither of the Parties nor any of their representatives shall be construed to be the agent, employer, employee or representative of the other. Additionally, nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture or partnership between the Parties.

## EXHIBIT A

### 1. Pricing

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#### 1.1 Pricing:

To provide the below mentioned resources at the given Mark up.

#### Temporary Staffing Mark UP:

Categories	Mark Up
All Temp Staffing Requests	20%

#### Contract to hire Fee

- A one-time fee of **10% of the employee's annual salary** will apply if the candidate is hired within **six (6) months** of the contract start date
- No Fee if hired after 6 months

### 2. Payment

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Based on the pricing given above in this SOW Tryfacta, Inc. will raise invoice to the following address:

**Bill to Name:**

**Phone Number:**

**Email:**

**Bill to Address:**

**Payments:** Will be done by the City of North Miami with within 30 days of the submitting the invoice i.e. NET 30 terms.



IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:  
Corporate Secretary or Witness:

Tryfacta, Inc., a foreign profit corporation:  
"Consultant"

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

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

Witness Name: JAN SCHIEBERL \_\_\_\_\_

Print Name: ARMAN DHAR \_\_\_\_\_

Witness Date: 10/27/2025 \_\_\_\_\_

Signature Date: 10/27/2025 \_\_\_\_\_

ATTEST:

Please see attached California Jurat  
or Notarial Acknowledgment

City of North Miami, a Florida municipal  
Corporation:  
"City"

By: \_\_\_\_\_  
Vanessa Joseph, Esq.  
City Clerk

By: \_\_\_\_\_  
Theresa Therilus, Esq.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Jeff P. H. Cazeau  
City Attorney

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

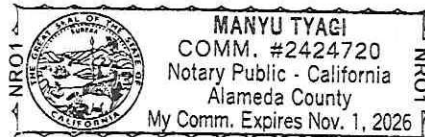
State of California  
County of ALAMEDA )

On 10/27/2025 before me, MANYU TYAGI, NOTARY  
(insert name and title of the officer)

personally appeared ARMAN DHAR,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Manyu Tyagi* (Seal)