

COOPERATIVE PURCHASING AGREEMENT FOR TEMPORARY STAFFING/EXECUTIVE RECRUITMENT SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR TEMPORARY STAFFING/EXECUTIVE RECRUITMENT SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **AD-VANCE PERSONNEL SERVICES, INC. d/b/a AD-VANCE TALENT SOLUTIONS**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN: 65-0589808) ("Agency").

WHEREAS, after a competitive procurement process, Marion County ("County") entered into an Agreement with Ad-Vance Talent Solutions, Inc. for the provision of temporary staffing and executive recruitment services, contract number 24P-026 (the "Marion County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor and services for the provision of temporary staffing and executive recruitment services pursuant to essentially the same terms and conditions provided under the Marion County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Agency agrees to extend the terms, conditions, and pricing of the Marion County Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Agency agree as follows:

1. **RECITALS.** City and Agency hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Temporary Staffing/Executive Recruitment Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Marion County Agreement:** shall mean the Agreement between Marion County and Ad-Vance Talent Solutions and its exhibits, as amended and attached hereto as **Exhibit A – Marion County Agreement**.
3. **INCORPORATION OF MARION COUNTY AGREEMENT.** The Marion County Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Marion County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Agency shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by

reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: Marion County Agreement (A-1 through A-11)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Marion County Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "Marion County," or "County" shall be replaced and intended to refer to the "City of Ocala."
 - B. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **APRIL 16, 2025** and continue through and including **APRIL 30, 2026**.
 - C. **COMPENSATION.** City shall pay Agency a price not to exceed the maximum limiting amount of **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Marion County Agreement**.
 - 1. **Invoice Submission.** All invoices submitted by Agency shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Agency shall invoice the City monthly for ALL work hours completed for the preceding calendar month regardless of the number of days worked. Invoices shall be prepared by Agency, divided by the requesting department and temporary employee, and submitted through the responsible City Project Manager.
 - 2. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - 3. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Agency; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Agency within **THIRTY (30)** calendar days of the Agency's remedy or resolution of the inadequacy or defect.
 - 4. **Excess Funds.** If due to mistake or any other reason Agency receives payment under this Agreement in excess of what is provided for by the Agreement, Agency shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Agency's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - 5. **Amounts Due to the City.** Agency must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Agency may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

6. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Agency shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Agency be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Agency shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Agency's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Agency does not own vehicles, Agency shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Agency's Commercial General Liability policy or separate Commercial Automobile Liability policy.
7. **GENERAL LIABILITY INSURANCE.** Agency shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Agency as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Agency shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Agency shall waive and shall ensure that Agency's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Agency's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
9. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Agency's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Agency shall not be interpreted as limiting Agency's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Agency's interests or liabilities or to protect Agency from claims that may arise out of or result

- from the negligent acts, errors, or omissions of Agency, any of its agents or subcontractors, or for anyone whose negligent act(s) Agency may be liable.
- B. No insurance shall be provided by the City for Agency under this Agreement and Agency shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Agency under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Agency allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Agency shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Agency's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Agency's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Agency's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Agency to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Agency. Agency's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Agency shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **PUBLIC RECORDS.** Agency shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Agency shall:
- A. Keep and maintain public records required by the public agency to perform the service.

- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Agency does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Agency or keep and maintain public records required by the public agency to perform the service. If Agency transfers all public records to the public agency upon completion of the contract, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keeps and maintains public records upon completion of the contract, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 11. **AUDIT.** Agency shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 12. **PUBLICITY.** Agency shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 13. **E-VERIFY.** Pursuant to section 448.095, Agency shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Agency shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Agency certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Agency understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Agency may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Agency shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Agency is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Agency shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Agency's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Agency shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Agency, its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Agency:

Ad-Vance Talent Solutions
 Attention: Brion Sunseri
 3911 Golf Park Loop, Unit 103
 Bradenton, Florida 34203
 Phone: 941-739-8883
 E-mail: bsunseri@ad-vance.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copies to:

Devan Kikendall, Director – Human Resources
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8359
E-mail: hrrisk@ocalafl.gov

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Agency and City acknowledge that this Agreement is a result of negotiations between Agency and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Agency, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations,

understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

32. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:**CITY OF OCALA**

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:**AD-VANCE TALENT SOLUTIONS.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

AGREEMENT BETWEEN COUNTY AND AGENCY

This Agreement Between County and AGENCY, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Ad-Vance Talent Solutions, Inc.**, located at 3911 Golf Park Loop, Unit 103, Bradenton, FL 34203, possessing FEIN# 65-058-9808 (hereinafter referred to as "AGENCY") under seal for the Temporary Staffing/Executive Recruitment Services, (hereinafter referred to as the "Project"), and COUNTY and AGENCY hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and AGENCY (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and AGENCY, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on March 19, 2024, shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #24P-026 - Temporary Staffing/Executive Recruitment Services, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and the AGENCY acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and AGENCY.

Section 4 – Term. This Work (defined herein) shall commence upon Board approval and will conclude on April 30, 2025 (the "Term"). Pending mutual agreement, an additional four (4) annual renewal options are available. All Work will proceed in a timely manner without delay. Future years' terms will run on a calendar year.

Section 5 – Scope of Services. AGENCY shall complete the Work for Project 24P-026, including working with COUNTY'S individual departments to provide a variety of positions through temporary and permanent labor services, as more fully set forth in EXHIBIT A -Scope of Work hereto, the Contract Documents and specifications furnished by COUNTY and according to the timeframe as noted herein.

Section 6 – Compensation. COUNTY shall make payment to AGENCY after processing receipt of billing for the laborer's service hours according to the schedule outlined in EXHIBIT B- Proposal hereto (the "Agreement Price"). There shall be no provisions for pricing adjustments during the Term.

Section 7 – Assignment. AGENCY may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, AGENCY shall obtain and pay for all licenses and permits, as required to perform the Work. AGENCY shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 –Books and Records. AGENCY shall keep records of all transactions. COUNTY shall have a right to request records from AGENCY, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B.** AGENCY shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if AGENCY does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of AGENCY or keep and maintain public records required by COUNTY to perform the Work. If AGENCY transfers all public records to COUNTY upon completion of this Agreement, AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AGENCY keeps and maintains public records upon the completion of this Agreement, AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C.** If AGENCY fails to provide the public records to COUNTY within a reasonable time, AGENCY may be subject to penalties under Section 119.10, Florida Statutes, and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification. AGENCY shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of AGENCY or its employees, officers, or agents in performing the services set forth herein. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. AGENCY shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The AGENCY/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the AGENCY/Vendor does not own vehicles, the AGENCY/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 14 – Independent Contractor. In the performance of this Agreement, AGENCY will be acting in the capacity of an “Independent AGENCY” and not as an agent, employee, partner, joint venture, or associate of COUNTY. AGENCY shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by AGENCY in the full performance of this Agreement.

Section 15 – Default/Termination. In the event AGENCY fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying AGENCY in writing, specifying the nature of the default and providing AGENCY with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to AGENCY without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to AGENCY only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to AGENCY. In the event of termination of this Agreement without cause, COUNTY will compensate AGENCY for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to AGENCY, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. AGENCY shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, AGENCY shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to AGENCY is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires AGENCY to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits AGENCY from entering into this Contract unless it is in compliance therewith. Information provided by AGENCY is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, AGENCY has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate AGENCY if COUNTY has a good faith belief that AGENCY has knowingly violated Section 448.09(1), F.S., that is, that AGENCY knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If AGENCY enters into a contract with a subcontractor, AGENCY shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) AGENCY shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) AGENCY shall immediately terminate the subcontractor if AGENCY has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that AGENCY's subcontractor has knowingly violated Section 448.095, F.S., but that AGENCY has otherwise complied, COUNTY shall promptly order AGENCY to terminate the subcontractor. AGENCY agrees that upon such an order, AGENCY shall immediately terminate the subcontractor. AGENCY agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate AGENCY.
- g) If COUNTY terminates this Agreement with AGENCY, AGENCY may not be awarded a public contract for at least one (1) year after the date of termination.
- h) AGENCY is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) AGENCY shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither AGENCY nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such

agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – AGENCY Conduct. These Guidelines govern AGENCY doing work on COUNTY property, as well as AGENCY's employees, agents, consultants, and others on COUNTY property in connection with the AGENCY's work or at the AGENCY's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that AGENCY and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** AGENCY and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by AGENCY or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** AGENCY and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** AGENCY and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** AGENCY and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 25 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, AGENCY certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, AGENCY was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, AGENCY certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, AGENCY was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and AGENCY meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and AGENCY is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and AGENCY is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and AGENCY is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 26 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify AGENCY, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 27 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 28 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work, EXHIBIT B- Proposal.**

Section 29 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. AGENCY's and COUNTY's representatives and addresses for notice purposes are:

AGENCY: Ad-Vance Talent Solutions
3911 Golf Park Loop, Unit 103, Bradenton, FL 34203
CONTACT PERSON: Brion Sunseri | Phone: 941-739-8883

COUNTY: Marion County Human Resources
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If AGENCY agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, AGENCY may designate up to two (2) e-mail addresses: bsunseri@ad-vance.com and lpierce@ad-vance.com. Designation signifies AGENCY's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL 3/19/2024
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

MICHELLE STONE 3/19/2024
MICHELLE STONE DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BCC APPROVED: March 19, 2024
24P-026| Temporary Staffing/Executive Recruitment
Services

MATTHEW G. MINTER 2/20/24
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

Holly Malave
SIGNATURE
Holly Malave
PRINTED NAME

AD-VANCE TALENT SOLUTIONS, INC.

Brian Schiseri 3/20/2024
BY: DATE
Brian Schiseri
PRINTED:
Owner / President
ITS: (TITLE)

WITNESS:

Jana Morreale
SIGNATURE
Jana Morreale
PRINTED NAME

**SCOPE OF WORK
EXHIBIT A**

SCOPE:

Agency shall work with Marion County's individual departments to provide (as prime or to subcontract with an agency to provide) a variety of positions through temporary labor services as identified in the RFP, based on the requirements and agency qualifications listed herein. The list below is for illustrative purposes and is not all-inclusive:

- Administrative Staff Assistant
- Animal Care Technician
- Client Services Specialist
- Customer Service Specialist
- Emergency Telecommunicator
- Equipment Operator (Light, Medium & Heavy Duty)
- Facility Trade Technician I-III
- General Maintenance Technician
- Grounds Maintenance Technician
- Human Resources Technician
- Library Aide
- Parks Services Worker
- Recreation Leader
- Staff Assistant I-IV
- Utilities Billing and Account Specialist
- Utilities Lift Station Technician
- Utilities Plant Operator

Agency shall work with Marion County's individual departments through Human Resources to provide permanent placement (as prime or to subcontract with an agency to provide) for a variety of professional level positions through permanent/contingency or temporary to permanent recruitment services as identified in this RFP, based on the requirements and agency qualifications listed herein. The list below is for illustrative purposes and is not all-inclusive:

- County Administrator
- Assistant County Administrator
- Business Analyst
- Business Technologist
- County Engineer
- County Surveyor
- Director
- Engineer
- Planner
- Veterinarian

SPECIFIC REQUIREMENTS:

1. The candidates placed on assignment at Marion County will be paid by the temporary staffing agency ("agency") in accordance with the rates set forth in the applicable work order but, shall otherwise be employed by the agency in accordance with the agency's policies and procedures.
2. The agency will provide employee benefits to candidates placed with Marion County in accordance with its policies and procedures and will be responsible for all payroll related activities associated with the candidate.

3. Marion County reserves the right to independently recruit and place temporary workers at its discretion. If a candidate's resume is received by Ad-Vance Talent Solutions through Ad-Vance Talent Solutions' recruitment efforts, Ad-Vance Talent Solutions will not be obligated to pay a placement or any other fee or charge under the agreement.
4. The agency will pre-screen candidates before submitting them for consideration. The pre-screening process utilized by the agency must include personal interviews, employment reference checks, I-9 verification, drug screens, criminal background checks, motor vehicle reports (if requested), and skills testing/assessments (if requested) and education verification (if requested). Marion County reserves the right to interview any pre-screened candidates before placement.
5. For each Candidate placed with Marion County, the agency must provide the designated Marion County Human Resources representative(s) with the commencement date for the placement, the candidate's bill rate per hour and agency's mark-up rate.
6. The agency will be responsible for all communication with Candidates concerning each Assignment.
7. Marion County reserves the right to select candidates to become temp-to-perm assignments at their discretion.
8. Marion County reserves the right to part ways with candidates that do not meet the standards of the position and request a replacement from the agency.
9. The agency shall submit weekly invoices and include a copy of the employee's timesheet.

EXHIBIT B

FEE PROPOSAL

Temporary Staffing

Ad-VANCE's fee is all inclusive and covers all payroll administration, payroll taxes and insurance including workers compensation, general liability, theft and dishonesty, errors and omissions insurance, and professional liability as Ad-VANCE is the employer of record. Compliance with the Federal ACA mandate is also included.

The fees outlined below include all services and insurances associated and requested in the RFP, as well as all expenses for Ad-VANCE's Employee Benefits Program.

Ad-VANCE will pay nine (9) paid holidays and accrue 40 hrs average pay PTO after 1500 YTD hours for all temporary and temp-to-hire employees.

<u>Classification</u>	Clerical	Industrial
	(such as)	(such as)
	Administrative	Park Attendants
	Clerks	Custodians
	Client Services	Equipment Operator
	Human Resources	Groundskeepers
	Library Aides	Mosquito Techs
	Customer Service	Lifeguards
	Utilities Billing	Maintenance

Category

Temporary	28%	34%
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Please Note: All percentage markup is based on markup over the employee's pay rate.

Temp-to-Hire Liquidation: Once the employee has worked **720** total hours, Marion County BoCC has the option to hire the employee at any time thereafter with no additional charge to Marion County BoCC. If Marion County BoCC decides to hire a temporary employee prior to the 520-hour liquidation period, a Pro-rated Buyout Fee would be billed as follows.

Conversion Fee prior to 720 hours temporary employment:

1-30 Days -	\$2000 buyout fee
31-60 Days -	\$1000 buyout fee
61-90 Days -	\$ 500 buyout fee

Temporary Placement Assurance Policy– Ad-VANCE will not bill for the first two days for any temporary employee that does not measure up to Marion County BoCC's standards. If a temporary employee leaves an assignment for any reason prior to completing the assignment, Ad-VANCE will honor all the hours worked by the original temporary employee towards the total 520-hour Liquidation Fee.

(example: if original temporary employee worked 400 total hours and leaves the assignment, the replacement temporary employee will only need to work 120 total hours to meet the 520 hours Temp-to-Hire Liquidation period)

Executive Recruitment/Direct Hire Placements - the liquidation fee to Marion County BoCC is **15%** of the employee's first year annual total compensation.

Executive Recruitment / Direct Hire Placement Assurance Policy –Ad-VANCE unconditionally guarantees all Executive Placement / Direct Hire placements for one hundred twenty **(120)** days and will refill the position at no additional expense to CLIENT. If during the first 120 days of employment, the Employee is given notice of termination, or leaves of their own accord, Ad-VANCE shall be given a period of 8 weeks to find a reasonable replacement candidate.

If Ad-VANCE is unable to fill the position with a suitable candidate to the Marion County BoCC within 8 weeks, Ad-VANCE will refund fifty (50) percent of the Executive Placement / Direct Hire Fee to Marion County BoCC.

Optional Services

Public Works Apprenticeship Program and/or CDL/ Heavy Equipment Operator Training Program – Ad-VANCE has a long positive history in partnering with the local High Schools and Technical Colleges where we have conducted business.

Ad-VANCE proposes a partnership with Marion County BoCC, Ad-VANCE and Marion Technical College to develop a Public Works Apprenticeship and/or CDL Training Program and build a feeder system of entry level talent that can be trained to earn the necessary licenses and certifications needed for Public Works and/or the CDL / Heavy Equipment Operator requirements.

Some key aspects of the program outlines:

- Ad-VANCE is willing to pay a stipend to the instructors and testers for their efforts for all hours of instruction. It can be hourly or a flat fee whatever is better to comply with the state's requirements.
- Ad-VANCE will completely match all vetting requirements for any candidate/temporary employee considered for the program at Ad-VANCE's expense.
- Ad-VANCE can implement a 30, 60, or 90 day "trial" period for the temporary employee before sending them into training to confirm positive work habits and overall aptitude.