



3911 Golf Park Loop, Unit 103
Bradenton, FL 34203

WHEREAS, this Term Contract (contract) is entered into as of April 10, 2024, by and between Sarasota County, a political subdivision of the State of Florida, and Ad-Vance Personnel Services, Inc., dba Advance Talent Solutions, A Florida corporation for Request for Proposal Solicitation #242574CG for Temporary Staffing Services procured pursuant to F.S. Section 287.057; and

WHEREAS, the City of North Port, a Florida municipality corporation (the "City") has the legal authority under the procurement Code section 2-403 (a) (4) Other local governments, to "UTILIZE" onto a contract procured pursuant to F.S. 287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City Desires to "UTILIZE" onto the above referenced Contract between the Contractor and Sarasota County for utilization of the same or similar services for Temporary Staffing Services and the Contractor consents to the aforesaid "utilization".

NOW THEREFORE, having found it to be in the public interest,

Affirmation and Ratification: Ad-Vance Personnel Services, Inc., dba Ad-Vance Talent Solutions, a Florida Profit Corporation, hereinafter referred to as "Ad-Vance" affirms and ratifies the terms and conditions of the above Contract with the City of North Port and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "Sarasota County" shall be substituted for the term "City of North Port" throughout the Contract.

The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set-forth in this agreement.

Employees and Services: Ad-Vance offers a wide variety of services: Temporary and Temp-to-Hire staffing, Direct-Hire, Executive Search, and Recruitment Process Outsourcing (RPO).

Ad-Vance agrees to submit candidates for temp-to-hire and/or direct hire positions for City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 ("City"). The City and Ad-Vance agree as follows:

Temp-to-Hire: During the "Temp-to-Hire" period, The City will be billed at mark-up rate over pay-rate of **30%**, for Professional & Clerical placements, and **35%** for Light Industrial placements (example, with a clerical hourly pay rate of **\$20.00/hr.** the City will be billed **\$26/hr.**).

Once the employee has worked **520** total hours, the City has the option to hire the employee at any time thereafter with no additional fee to the City.

Payrolling Rate: For any employee referred directly to Ad-Vance from the City, the City will be billed at mark-up rate over pay-rate of **26%**, for Professional & Clerical placements, and **28%** for Light Industrial placements.

Ad-Vance's fee is all-inclusive and covers all payroll administration, payroll taxes, and insurance, including workers compensation and professional liability, as Ad-Vance is the employer of record. Compliance with the Federal ACA mandate is also included. Insurance includes workers compensation, general liability, employee practices liability, theft and dishonesty, and errors and omissions insurance. The parties agree that all employees of the City covered under these payroll services shall, for purposes of payroll, workers compensation and liability insurances, become employees of Ad-Vance. All wages shall be reported under the federal identification number of Ad-Vance, including the issuance of W-2's. The City will be billed only for actual hours worked and approved by the City.

If the City decides to hire any temporary employee prior to the liquidation period(s), a Pro-rated Buyout Fee would be billed to the City with no further expense to the City.

Guarantee – Ad-Vance will not bill for the first day for any temporary employee that does not measure up to the City's standards. If during the first 60 days of employment, the Employee is given notice of termination, or leaves on their own accord, Ad-Vance shall be given a period of 4 weeks to find a reasonable replacement. Please note: This guarantee is contingent upon payment being made in full per the terms listed below.

ACA Surcharge: Ad-Vance is committed to complying with the Employer Mandate provisions of the Affordable Care Act (ACA) and will bill the City an hourly surcharge of **.20** cents for every hour worked by an Ad-Vance employee. The ACA surcharge will go towards offsetting employee health care benefits, administrative and reporting costs, and protects both the City and Ad-VANCE from any penalties or liability in not complying with the law.

Pre-employment Screening: Ad-Vance will perform the following prior to assignment, on all employees sent to the City, **free** of charge. This also includes:

Employment References

E-Verify for I-9 compliance

Criminal Record Search – local Manatee & Sarasota County records, Florida Incarceration search, National Sexual Predator search.

Drug Screen – 10 panel drug screens (if requested)

Terms: the City will be billed on a weekly basis. Invoices are "Due Upon Receipt" from the invoice date. Finance charges will be assessed on late accounts past 30 days at an annual rate of 2-1/2% per month. the City agrees to pay all collection costs, attorney's fees and court costs including appellate fees, if necessary, to collect the amount due. The City agrees not to directly or indirectly employ, offer to hire, hire or engage as independent contractor, any employee(s) of Ad-Vance that have interviewed at or been assigned to your company during any such assignment and for a period of 180 days after completion of the assignment or interview unless such employee has completed the 520-hour temp to hire period. If the City employs such person that has not completed the specified period within 180

days, then the City shall pay a fee to Ad-Vance in the amount of 20% of the annual salary of said employee.

Responsibilities - The services to be provided by Ad-Vance under this agreement is the recruitment and supply of individuals who are Employees ("Employees") to work under the supervision and direction of the City in the specific job positions and at the work site(s) described below. Ad-Vance has the sole right to determine wages will be responsible for all payroll and payroll related taxes, including Worker's Compensation, for the Employees provided. the City will not pay any Employee directly. the City is responsible for workplace security, supervision and, the on-site work performance and productivity of the Employees provided, unless specific agreement to the contrary is in writing. the City shall indemnify and hold Ad-Vance harmless from any and all claims and damages arising out of the City's violation of any labor or employment law, including without limitation regulations of OSHA, Title VII, the ADA and etc. The City agrees to use Employees only to perform the duties referenced above and agrees that duties will not be altered or expanded in any way without the prior written consent of Ad-Vance. The City understands and agrees that Ad-Vance will not accept responsibility for any claims, losses or damages not reported to Ad-Vance in writing within ten (10) days of receiving notice of such claim, loss or damage.

Safety and Equipment –It is understood that the City controls the workplace and will provide a safe workplace for Employees. Unless there is a different, specific agreement in writing, the City is solely responsible for compliance to all applicable health and safety laws, including any pertinent OSHA and/or FDA regulations and requirements. In the event an Employee is injured while performing duties for the City that are different from the specific duties agreed and indicated above, the City will indemnify, defend and hold harmless Ad-Vance from any claims, costs and expenses incurred as a result of that injury, including any medical and/or Worker's Compensation claims.

In the event of an injury, the City will immediately notify Ad-Vance. We will coordinate medical treatment (unless it is an emergency) with our medical providers. In addition, the City will allow a qualified representative of Ad-Vance to obtain a report after the accident or injury. the City agrees to notify Ad-Vance immediately if Employee appears impaired or intoxicated.

Timekeeping and Minimum - the City agrees to sign timesheets or records that show accurate work hours for all Employees provided on an agreed upon form. Except as specifically noted, the City's signature on a timekeeping form indicates that the work hours shown are correct and that the City has agreed to pay for all time reported. Ad-Vance requires employees be paid for a minimum of 4 hours per working day by the City.

Public Record Law: In accordance with Florida Statutes, Section 119.0701, Ad-Vance shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
 - A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

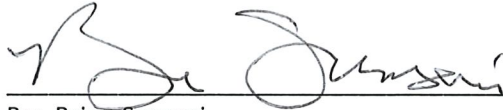
- B. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, upplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
2. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 3. Ensure that project 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, if Ad-Vance does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
 4. Upon completion of the contract, transfer, at no cost, to the City all public records in Ad-Vance's possession or keep and maintain public records required by the City to perform the service. If Ad-Vance transfers all public records to the City upon completion of the contract, Ad-Vance shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Ad-Vance keeps and maintains public records upon the completion of the contract, Ad-Vance shall meet all applicable requirements for retaining public records.
 5. IF AD-VANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AD-VANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7063 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@northportfl.gov.

Non-Discrimination: The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Ad-Vance shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows.

(This space intentionally left blank; signature pages follow)

AD-VANCE PERSONNEL SERVICES, INC.,
DBA AD-VANCE TALENT SOLUTIONS




By: Brion Sunseri
President

Phone/Fax No.: 941-739-8883/fax 941-753-8346

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

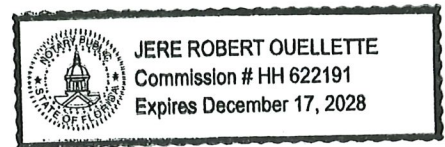
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 22nd day of May 2021, by _____ (name), as _____ (title) for _____ (entity).



Notary Public

___ Personally Known OR X Produced Identification

Type of Identification Produced Drivers License



Approved by the City Commission of the City of North Port, Florida on _____, 2025.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY