

**TERM CONTRACT FOR  
TEMPORARY STAFFING SERVICES**

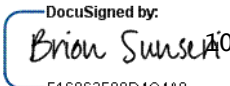
**THIS TERM CONTRACT** (Contract) is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Ad-Vance Personnel Services, Inc., dba Ad-Vance Talent Solutions, a Florida corporation, hereinafter referred to as "Contractor."

This Contract, including its Exhibits A, B, and C, attached hereto, Solicitation #242574CG and County Purchase Orders, all incorporated herein, represent the entire agreement between Contractor and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Contract.

Contractor and County acknowledge having read and understood this Contract and hereby agree to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date last below written.

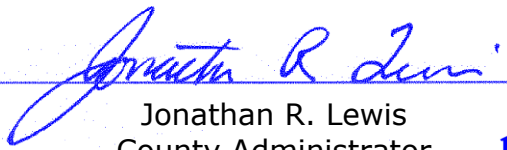
**AD-VANCE PERSONNEL SERVICES, INC.,  
dba AD-VANCE TALENT SOLUTIONS**

BY:  DocuSigned by:  
Brian Sunseri 10-02-2024  
F16062F09D4C4A9...  
President

**SARASOTA COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY:

  
Jonathan R. Lewis  
County Administrator 10/23/2024

*Delegated pursuant to motion of the Board of  
County Commissioners at a Board Meeting*

Approved as to form and correctness:

BY:   
COUNTY ATTORNEY  
RWF

## **TERM CONTRACT FOR TEMPORARY STAFFING SERVICES**

### **Terms and Conditions**

### **WITNESSETH**

**WHEREAS**, the County requires the services of a contractor to perform temporary staffing services; and,

**WHEREAS**, the County issued Request for Proposals (RFP) Solicitation #242574CG on April 10, 2024; and,

**WHEREAS**, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

**WHEREAS**, the County approved a Notice of Recommended Award on July 26, 2024; and,

**WHEREAS**, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

**NOW, THEREFORE**, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

#### **I. CONTRACTOR'S SERVICES**

The Contractor agrees to diligently provide all materials, services and labor for temporary staffing services in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

#### **II. TERM**

This Contract shall commence on December 9, 2024, and shall continue for a period of three years. This Contract may be renewed for up to two additional one year periods subject to written agreement of both parties.

#### **III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE**

The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

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### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

### **V. ADDITIONAL SERVICES**

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County's Administrative Agent requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Contract.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

### **VI. LIABILITY OF CONTRACTOR**

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

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B. This section shall survive the termination or expiration of this Contract.

**VII. CONTRACTOR'S INSURANCE**

Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Contract.

**VIII. RESPONSIBILITIES OF THE CONTRACTOR**

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks.
- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in the Sarasota County Procurement Manual. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Contractor does not abide by the terms of this subsection.
- F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases

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of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- I. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.
- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Contract.
- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the

## **TERM CONTRACT FOR TEMPORARY STAFFING SERVICES**

Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

- L. The Contractor understands and acknowledges that pursuant to Ch. 934 – Security of Communications and Surveillance, F.S., the County DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Contractor warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communications during any non-public, in-person or virtual meeting between itself and the County. Contractor activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119 – Public Records, and/or constitute a material breach of this or other sections of this Contract (e.g., Records Retention, Audit, Ethics, Compliance, and Civility). Only duly authorized County personnel may grant an exception to this prohibition on a case-by-case basis in accordance with County Administrative Directive 06-050.

### **IX. FORCE MAJEURE**

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

### **X. OBLIGATIONS OF COUNTY**

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:
  - 1. Review of all Contractor payment requests for approval or rejection.
  - 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.
- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

## **TERM CONTRACT FOR TEMPORARY STAFFING SERVICES**

### **XI. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor for convenience. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.
  - 1. For defaults that are curable (as determined by the County), the Contractor shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
  - 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the County may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.
- G. The County reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

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- H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:
1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
  2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
  3. Claims made, or likely to be made, against the County or its property;
  4. Damages to the County or a third party caused by the Contractor;
  5. The Contractor's failure or refusal to perform any other obligation under this Contract.

### **XII. DISPUTE RESOLUTION**

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.



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- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

**XIII. STOP WORK ORDER**

The County's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Contract in accordance with provisions contained in Section XI.A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

**XIV. PUBLIC RECORDS**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Sarasota County  
Public Records office  
1660 Ringling Blvd.  
Sarasota, FL 34236**

**Phone: 941-861-5886**

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**Email: [publicrecords@scgov.net](mailto:publicrecords@scgov.net)**

**XV. MISCELLANEOUS**

- A. This Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- C. The language of this Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.
- G. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.
- H. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.
- I. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- J. The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies provided by law.

## **TERM CONTRACT FOR TEMPORARY STAFFING SERVICES**

- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- L. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. The County may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.
- N. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

**Contractor's Representative:**

Name: Lisa Pierce  
 Title: Director, Talent Acquisition  
 Address: 3911 Gulf Park Loop, Ste 103  
Bradenton, FL 34203  
 Telephone: 941-224-0021  
 E-mail: lpierce@ad-vance.com

**County's Administrative Agent:**

Name: Heather Deyrieux  
 Title: Manager – Workforce Planning  
 Address: 1660 Ringling Blvd  
Sarasota, FL 34236  
 Telephone: 941-861-5816  
 E-Mail: hdeyrieux@scgov.net

- O. Any change in the County's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.
- P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- Q. The solicitation and all attachments and addenda thereto are hereby incorporated in the Contract by reference.
- R. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Contract
  - 2. Solicitation
  - 3. County's Purchase Order

## **EXHIBIT A SCOPE OF SERVICES**

### **A. General Staffing Information**

The County anticipates that some positions, which are grant-based or project-focused, will be filled by individuals interviewed and selected by the Contractor in coordination with the County for temporary assignment. A temporary worker is an individual furnished to the County to substitute for a permanent employee who is on leave or to meet the County's seasonal or short-term workload conditions. Temporary workers are considered employees of the Contractor and are covered by the Contractor's workers' compensation policy and commercial general liability.

The County may interview a pool of candidates provided by the Contractor prior to making a final selection.

In some instances, a more traditional temporary-staffing model will be utilized, whereby the Contractor shall provide one of its registered candidates to fill a County job requisition.

Contractor should expect the majority of temporary positions available at the County to be like assignments to those filled by agency personnel in fiscal year 2023, as depicted in the table below: (Work in Progress)

FY2023

Example Position Type	Approximate Annual Expenditure
Laborers (Attendant, Landscaper, Equipment Operator (non CDL), Skilled Trades Worker, Lifeguard)	\$345,000
IT Professionals	\$25,000
Office/clerical (Reception, Admin, CSR, Data Entry)	\$84,000
Project Manager/Professional	\$518,000
Paraprofessional	\$128,000
Seasonal (Mosquito Aides, Lifeguard, Camp Counselor)	\$8,700

### **B. Location of Services**

Services shall be provided by the Contractor in Sarasota County, Florida. A representative of the Contractor will be required to spend approximately 40 hours per week supporting the County with an option of a County-provided work location. The Contractor will provide equipment, such as a computer, dedicated internet connection, printer, and mobile telephone for their on-site representative.

## **EXHIBIT A SCOPE OF SERVICES**

### **C. Payroll Administration and Taxes**

The Contractor is responsible for the administration and maintenance of all employment and payroll records, payroll processing, providing appropriate tax documents and reporting, and electronic time tracking for all temporary employees provided under this Contract. Deductions and remittance of all payroll taxes and the matching contributions (mandated employer portion of social security, Medicare, and unemployment compensation) are the sole responsibility of the Contractor. The Contractor must cover all temporary personnel placed on County worksites under the Contractor's Worker's Compensation Insurance.

### **D. Employment Screening (pre-hire and post-accident)**

The Contractor is responsible for employment verification and reference checks, national and local criminal background checks, Social Security Number (SSN), verification through the U.S. Department of Homeland Security's e-Verify system, sexual predator database checks (if applicable), skills evaluations, advertising (if necessary), recruitment, performance evaluations, and disciplinary actions for temporary employees.

If a position requires Criminal Justice Information Services (CJIS) clearance, the Contractor will work with the County to secure the clearance.

### **E. Acceptability/Suitability of Temporary Employees**

The County reserves the right to determine the acceptability or suitability of all temporary employees provided to the County. The County also retains the right to determine the acceptability of the job performance of all temporary employees. The Contractor will bear any loss resulting from the dishonest acts of its workers.

### **F. Employment of Workers by the County**

If, the County decides to employ a temporary staff person provided by the Contractor, the Contractor waives all rights. No penalty or fee will be paid to the Contractor by the County, regardless of whether the temporary staff person was originally referred by the County or the Contractor.

### **G. Non-Discriminatory Practices**

The Contractor shall adhere to hiring practices that do not discriminate based on race, color, gender identification or expression, genetic information, religion, national origin, marital status, age, or disability and to comply with the provisions of the Americans with Disabilities Act (ADA).

### **H. Invoicing**

## **EXHIBIT A SCOPE OF SERVICES**

- i. The Contractor shall provide detailed invoices to the County on a schedule to be agreed on by the Contractor and the County. Minimum information required on invoices includes:
  - a. Purchase order (PO) number(s)
  - b. Employee name
  - c. Hours worked
  - d. Bill rate
  - e. Payrate
  - f. Copy of time sheet/detailed summary of approved hours worked
  - g. Invoice total
  - h. Special invoicing may be required at the end of the County's fiscal year (for example, invoices may need to be faxed or hand delivered by a particular date).
- ii. Reimbursable expenses (such as mileage, per diem meal expenses or other incidental expenses) required by the County to fulfill the requirements of the temporary assignment, should be invoiced in the week in which they are paid by the Contractor to the temporary staff. The Contractor will reimburse the travel expenses incurred by temporary staff subject to limitations set forth in Section 112.061, Florida Statutes and Sarasota County Resolution No. 2016-170. The County's Administrative Agent may need to request an expense line be added to the original PO.
- iii. Cellular telephone monthly stipend shall be provided in accordance with County Administrative Directive 06-020, and must be a separate line on the PO.

iv. Authorization for Payment

Payment for services performed must be approved by the County employee to whom the temporary staff reports. Contractor agrees to monitor submittals for this information.

I. Initial Sign-up Period for Current Staffing Agency Personnel

Temporary employees currently working on assignments through other staffing agencies must be transitioned to the Contractor. The Contractor shall manage the sign-up of temporary workers currently employed in the County immediately upon the start of the contract term.

J. Contractor Representation for Evaluation

The Contractor must provide representation on a regular basis for the purposes of reviewing and assessing current procedures and to ensure the relationship between the County and the Contractor is working well for all parties concerned. The scheduling of such reviews will be the shared responsibility of

## EXHIBIT A SCOPE OF SERVICES

the Contractor and the County's Administrative Agent.

### K. Reporting Requirements

The Contractor will provide weekly, monthly, quarterly, and annual reports to the County that track temporary employees by name, PO number, County supervisor, location, job title, hours worked, or other data as requested.

### L. Employee Benefits

- i. The Contractor agrees to provide a comprehensive benefits package consistent with the benefits outlined in the Contractor's proposal submitted during the solicitation process. The County acknowledges that benefits may change from plan year to plan year but expects offerings to be similar to options and plans included in the original proposal.
- ii. The Contractor agrees to provide health insurance that meets the current and future minimum requirements of the Affordable Care Act.

Temporary Employees Transitioning from Prior Contractor		
Benefit	Detail	Employee Eligibility
Medical & Health Insurance	50% Employer Contribution	12/9/2024
Paid Holidays	11 Days	Immediate, no waiting
Paid Time Off (PTO)/Vacation	40 Hours	After 1,500 Hours

New Temporary Employees		
Benefit	Detail	Employee Eligibility
Medical & Health Insurance	50% Employer Contribution	14-31 Days
Paid Holidays	11 Days	After 500 Hours
Paid Time Off (PTO)/Vacation	40 Hours	After 1,000 Hours

### M. Additional Optional Services (for County direct hires) – Utilizing Workday or Smartsheet:

#### i. Employment Verifications

- i. The County may require that the Contractor provide employment verification (last 10 years of employment per candidate) and/or personal reference services.

**EXHIBIT A**  
**SCOPE OF SERVICES**

- ii. There should be an attempt to get at least three total per hire. It is anticipated that there could be up to 600 (or more) requests per fiscal year.
- iii. The Contractor will bring any adverse findings to the attention of the County in a manner identified by the County.
- iv. The Contractor will document the findings in a manner acceptable to the County.
- ii. Candidate Interviews/Interview Scheduling, Screenings, etc.
  - i. The County may request that the Contractor provide interview services or scheduling of interviews.

(END EXHIBIT A)



**EXHIBIT B  
FEE SCHEDULE**

Item No.	Description	Percent Markup
1	Laborers (Attendant, Landscaper, Equipment Operator (non CDL), Skilled Trades Worker, Lifeguard)	35%
2	IT Professionals	30%
3	Office/Clerical (Reception, Admin, CSR, Data Entry)	30%
4	Project Manager/Professional	30%
5	Paraprofessional	30%
6	Seasonal (Mosquito Aides, Lifeguard, Camp Counselor)	35%

Referrals	Labor	Admin/Other
Any referred candidate, including previous County employees, that the Consultant did not source, not including those transitioned at the start of this original contract.  Transitioned employees will follow the chart above.	28%	26%

Item No.	Description (Additional Services- Optional)	Unit	Fee
7	Employment Verifications/Professional References	Per Hire	\$50.00
8	Candidate Interviews/Interview Scheduling, Screenings	Per Hire	\$20.00

## **EXHIBIT B FEE SCHEDULE**

Exceptions to the Fee Schedule may be negotiated on a case-by-case basis by the Contractor and the County for specific assignments that have lower or higher overhead cost to the Contractor. The negotiated markup will be reflected as a percentage on the Contractor's quote for the assignment.

If any government-mandated cost (such as, without limitation, a required wage, minimum wage, payroll tax, insurance premium, assessment, contribution, benefit, or fee) is imposed, increased, adjusted, or newly introduced with respect to the Consultant's assigned employees, the County will consider a request from the Contractor to adjust the Fee Schedule accordingly.

The Contractor will provide notice to the County of any government-mandated cost increase along with supporting documentation describing the change and the direct impact to Fee Schedule rates. If accepted by the County, the County and Contractor will execute an amendment to this Agreement revising the Fee Schedule to reflect the updated rates.

The percent markups herein include employee screening, skills testing, employee benefits, two ultra-violet (UV) solar t- shirts to each temporary staff person assigned in the County's Parks & Natural Resources Department, and safety vests, as requested by the County.

The Contractor shall also offer a payroll advance to all temporary staff which require safety shoes for the assigned County position.

(END EXHIBIT B)

## **EXHIBIT C INSURANCE REQUIREMENTS**

For purposes of this Exhibit C, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

### **CONTRACTOR'S INSURANCE**

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**A. WORKERS' COMPENSATION:** Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$100,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

## **EXHIBIT C INSURANCE REQUIREMENTS**

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

**B. COMMERCIAL GENERAL LIABILITY:** Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

**C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$500,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to 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.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

(END EXHIBIT C)