

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:

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

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

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, DATE
MARION COUNTY ATTORNEY

WITNESS:

AD-VANCE TALENT SOLUTIONS, INC.

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

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% |
|-----------|-----|-----|

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.