

AGREEMENT BETWEEN COUNTY AND PROVIDER

This Agreement, made and entered into July 17, 2018 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and **reSOURCE Government Services, LLC**, located at 115 W Gore St, Orlando, FL 32806, , possessing FEIN# 83-0676952 (hereinafter referred to as the "PROVIDER" and/or "reSOURCE") under seal for the Contract Employment Services, (hereinafter referred to as the "PROJECT"), and the COUNTY and the PROVIDER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and PROVIDER (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence upon Board approval and be in effect for a five (5) year term, ending August 31, 2023. Pending mutual agreement, and Board approval, there shall be one (1) additional renewal option of five (5) years. The agreement shall not be longer than 10 years in total.

Section 2 – Scope of Services. The PROVIDER shall complete the scope of services listed below according to the timeframe as noted herein.

Staffing Services:

1. Talent Acquisition & Staffing Process. reSOURCE shall provide a customized and specific process for the staffing and recruiting services requested herein. At a minimum, the specific customized employment service processes shall include the following elements:
 - a. reSOURCE shall recruit, screen (utilizing assessment tools to identify quality candidates for appropriate skill sets), hire and assign the Assigned Employees to perform services for COUNTY. reSOURCE shall utilize assessments to determine a candidate's ability to perform the job in terms of skill, aptitude, and schedule requirements.
 - b. reSOURCE shall be responsible for all necessary documents, tax and payroll withholdings and employment records for the Assigned Employees, including W-4's, I-9, and W-2's. reSOURCE will pay the Assigned Employees weekly, based on wage rates agreed to by the parties. reSOURCE shall be responsible for all employee relations for the Assigned Employees, including when necessary discipline and termination.
 - c. reSOURCE shall verify an applicant's eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986.
 - d. Upon request, reSOURCE shall require Assigned Employees to sign a confidentiality agreement, as well as an agreement acknowledging that they are not entitled to any employee benefits offered by COUNTY to its employees.
 - e. Background check. If directed by COUNTY, reSOURCE shall obtain from a third party firm a criminal background check on each individual conditionally offered contract employee position.
 - f. Upon request, COUNTY may interview any potential Assigned Employee prior to his/her providing services to COUNTY.
2. Technology. reSOURCE will utilize web-based technology for the purpose of streamlining the sourcing, screening and tracking of candidates. The system will have look and feel of COUNTY's corporate website and may, with the County's written approval, be linked to COUNTY's site via the career tab. COUNTY will have final approval on the COUNTY's dedicated webpage design. Technology will include, but not limited to: applicant tracking, candidate application process, screening, centralized database and reporting.
3. Media Recruitment. With COUNTY's written approval, reSOURCE will employ a proactive recruiting strategy specific to COUNTY's needs, leveraging COUNTY's brand and utilizing traditional sourcing activities, local, national and niche internet job boards, and social media.
4. Measurements. The COUNTY shall receive customized reporting to include:

- a. Monthly summary of all Assigned Employees billed during the prior twelve (12) months including name, department work site, hire date, pay rate, mark-up, billing rate, status change date.
 - b. Track Assigned Employee and direct hire information and provide monthly reporting for the purposes of diversity reporting as required by the federal government.
 - c. Monthly reports detailing the number of billed employees allocated by workers compensation category; and
 - d. Other reports requested by the COUNTY, as necessary, such as exits, turnover, time to fill positions, and new hire follow up.
5. Assigned Employee replacement. If the COUNTY is not satisfied with the performance of an Assigned Employee, the Assigned Employee will be replaced by reSOURCE. PROVIDER shall recruit a qualified replacement at such time an employee is terminated.
 6. Benefits available. reSOURCE shall offer and be responsible for employee benefits for the Assigned Employees which include holiday pay, paid time off ("PTO"), medical, dental and vision insurance after 90 days of employment and 401K plan after 6 months of employment. Information regarding benefits shall include the cost to the employee as well as the cost borne by PROVIDER. The portion borne by the employer shall be included in the mark-up rate. No additional cost will be passed through the COUNTY, except as may be required by law.
 7. Temp-to-hire/Payroll Transfer. Temp-to-hire for Assigned Employees involves either the transfer of Assigned Employees to full time employment with the COUNTY after ninety (90) days with no further cost to the COUNTY, or for the Assigned Employees to remain on temporary status after the ninety (90) day initial period at a standard rate for an indefinite period of time. If an Assigned Employee is hired as a direct employee by COUNTY prior to the expiration of ninety (90) days from the date of first assignment to COUNTY as a reSOURCE employee, COUNTY shall pay reSOURCE a payroll transfer fee equal to \$1,500, including direct hire of Assigned Employees occurring after termination or expiration of this Agreement.
 8. COUNTY's Responsibilities. The COUNTY shall be responsible for the following as relates to the Assigned Employees:
 - a. COUNTY is responsible for electronically approving timesheets submitted by Assigned Employees. No Assigned Employee will be paid without an approved timesheet. Submittal of an approved timesheet by COUNTY constitutes a binding agreement for reSOURCE to pay the Assigned Employee and, in turn, for COUNTY to pay reSOURCE.
 - b. COUNTY shall supervise Assigned Employee's work to the extent necessary for the Assigned Employee to perform their services for COUNTY.
 - c. COUNTY shall properly safeguard and control its premises and systems and shall not permit Assigned Employees to operate COUNTY's vehicles or equipment or entrust them with unattended premises, property or valuables without reSOURCE's prior written approval. COUNTY shall provide the Assigned Employees with a safe worksite and provide appropriate information and safety equipment. PROVIDER reserves the right to subcontract positions that require driving a COUNTY vehicle or may not be approved by PROVIDER's workers compensation carrier, including without limitation kennel workers, couriers, traffic engineering techs and parks groundkeepers.

Talent Acquisition/Direct Hire Services:

Where COUNTY requests that reSOURCE provide Talent Acquisition services to source candidates for direct hire by COUNTY, reSOURCE shall provide the following additional services:

- a. Recruiting/Talent Acquisition. reSOURCE shall utilize the same process, resources and technology described above to identify and contact candidates for direct hire by COUNTY. reSOURCE shall conduct a telephonic behavioral interview to help ensure candidates meet COUNTY's requirements and needs.
- b. Final hiring decision. reSOURCE shall refer candidates to the COUNTY for consideration. The COUNTY may interview each candidate to ensure the candidates meet all of the COUNTY's requirements.

- c. Offer of employment. Upon request, reSOURCE shall make conditional offers of employment to those candidates the COUNTY agrees to hire as employees.
- d. COUNTY's Responsibilities. For Talent Acquisition/Direct Hire Services, the COUNTY agrees to the following:
 - 1) reSOURCE will be the primary provider and COUNTY agrees that it shall not post, recruit for, or allow any third party to post or recruit for, positions or job classes covered by this Agreement. Job classes covered by this Agreement shall be confirmed by the parties in writing.
 - 2) COUNTY will provide reSOURCE as much advance written notice of open positions as possible, recognizing that providing least 45 days prior to start date for each such position ensures the highest quality candidates.
 - 3) COUNTY will provide reSOURCE with the number of new hires it needs and start dates for each position.
 - 4) For each new position, COUNTY will provide reSOURCE with written job descriptions.
 - 5) COUNTY will provide reSOURCE with detailed feedback on candidates who are unacceptable to COUNTY, including specific reasons for rejection.
 - 6) For each new position and or geographic market/location, reSOURCE will provide COUNTY, upon request, with pay scale and talent pool data.
 - 7) COUNTY shall serve as the sole employer for all direct hires and shall be responsible for all wages and benefits and all necessary documents, tax and payroll withholdings and employment records for the Assigned Employees, including W-4's, I-9, and W-2's.

Section 3 – Compensation. The COUNTY shall make payment to the PROVIDER for services described in Section 2 of this Agreement. There shall be no provisions for pricing adjustments during the term of the contract other than as listed below:

Pre-Employment Testing Pricing:

- | | |
|---|---|
| 1. Criminal Background | \$30.00 (plus state fees if applicable) |
| 2. Drug Test | \$54.00 |
| 3. Physical | \$80.00 |
| 4. Court Access Fees (for any/all states) | Cost (no markup allowed; documentation required of costs) |

Staffing Services Pricing:

Bill Rates: Bill Rates shall include the mark-up over the direct costs of the employee/per hour. Mark-up includes reSOURCE's overhead, profit, and the total payroll burden. In other words, the pay rate to the Assigned Employee plus the mark-up will be the total amount charged to the COUNTY (the "Bill Rate") for the services provided hereunder and the hours worked by the Assigned Employees. Pay rates to the Assigned Employees shall be agreed to by the parties. Mark-up includes all benefits offered to prospective employees. reSOURCE shall pay Assigned Employees overtime premium in accordance with all applicable laws.

The following Bill Rates shall apply for the following positions:

1. Clerical (which would include 9-1-1 Telecommunicator) - 33.4% mark-up from pay rate.
Example Pay Rate \$10.00 x 133.4% = \$13.34 Bill Rate
2. Light Industrial – 37.4% mark-up from pay rate (39.4% if position requires driving)
3. Heavy Industrial – 39.4% mark-up from pay rate
4. Professional – 33.4% mark-up from pay rate
5. Clinical – 37.4% mark-up from pay rate

Parties agree that if PROVIDER's required taxes, fees, withholdings, governmental charges or benefit/insurance costs increase, PROVIDER shall be entitled to adjust the Bill Rate accordingly to cover its additional costs.

Talent Acquisition Pricing:

The fees and rates for Talent Acquisition Services provided are set forth below. Invoices shall be provided weekly and shall include fees for all new direct hires whose initial hire date occurred within the preceding week:

1. All positions over \$50,000 annual salary - \$1500 per COUNTY direct hire
2. All positions (other than Firefighter) under \$50,000 annual salary - \$825 per COUNTY direct hire
3. ALL Firefighter classifications Nonexempt (Hourly) - \$750 per COUNTY direct hire

Section 4 – Assignment. The PROVIDER may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 5 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the PROVIDER shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. PROVIDER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 6 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 7 – Books and Records. The PROVIDER shall keep records of all transactions. The COUNTY shall have a right to review such records at the PROVIDER'S office during normal business hours.

Section 8 – Indemnification. The PROVIDER shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the 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 arising from or in connection with any negligent act or omission of the PROVIDER or its employees, officers, or agents in performing the services set forth herein. PROVIDER's liability to COUNTY under this Agreement shall not exceed the greater of the fees paid by COUNTY to PROVIDER under this Agreement (excluding wages paid by PROVIDER to Assigned Employees), or PROVIDER's applicable per claim insurance recovery for any loss or damage suffered by COUNTY and covered by PROVIDER's insurance.

The COUNTY is a subdivision of the State of Florida that possesses sovereign immunity except for the limited waiver stated in Florida Statutes, Section 768.28. To the limited extent specified in Florida Statutes, Section 768.28, the COUNTY can and agrees to be held responsible to PROVIDER for damages for injury, loss of property or other loss caused by the negligent acts or omissions of its employees acting within the scope of the employee's office or employment. However, nothing stated in this Agreement is, or shall be deemed to be: (1) a waiver of the COUNTY's sovereign immunity; (2) an extension of the limited waiver under sovereign immunity as stated in Florida Statutes, Section 768.28; (3) the waiver of any requirement or condition stated in Florida Statutes, Section 768.28; or (4) the COUNTY's consent to be sued except as specifically provided in this paragraph.

Section 9 – Insurance. As applicable, during the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The PROVIDER shall provide 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 B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the PROVIDER with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the PROVIDER with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by the PROVIDER for the duration of the project. If the policy is written on a claims-made basis, the PROVIDER must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

Fidelity Bond with limits of not less than \$5,000,000 to cover the dishonest acts of the employees of the PROVIDER.

Section 10 – Independent CONTRACTOR. In the performance of this Agreement, the PROVIDER will be acting in the capacity of an “independent contractor” and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The PROVIDER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the PROVIDER in the full performance of this Agreement.

Section 11 – Default/Termination. In the event the PROVIDER fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the PROVIDER in writing, specifying the nature of the default and providing the PROVIDER 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, the COUNTY thereafter may terminate this Agreement upon written notice to the PROVIDER without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the PROVIDER only for the termination date. The COUNTY may terminate this Agreement without cause providing at least sixty (60) days written notice to the PROVIDER. In the event of termination of this Agreement without cause, the COUNTY will compensate the PROVIDER for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract 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 Contract. County shall have no further obligation to PROVIDER, other than to pay for services rendered prior to termination.

Section 12 – Timely Performance. All work will commence upon authorization from the County's representative. All work will proceed in a timely manner without delays.

Section 13 – Damage to Property. The PROVIDER shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the PROVIDER shall replace the same without additional cost to the COUNTY, as applicable.

Section 14 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a Provider is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15 – Use of Other Contracts. Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

Section 16 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the Provider is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract Provider has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Provider and the subcontractor, whichever is later. The Provider shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

Section 17 – Force Majeure. Neither PROVIDER 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 and severe floods.

Section 18 – 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. The 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 19 – 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 20 – Public Records Compliance

A. IF FIRM 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@marioncountyfl.org

B. FIRM 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 requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed cost provided in Chapter 119, Florida Statutes, or provided by law;
- Ensure 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 FIRM does not transfer the records to COUNTY;
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM 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 FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 21 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand delivery, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. COUNTY'S and CONTRACTOR'S representatives for notice purposes are:

PROVIDER: reSOURCE Government Services, LLC
115 W Gore St
Orlando, FL 32806
CONTACT PERSON: Tim Buckley | 407-505-7937 x101

COUNTY: Marion County Utilities
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. OWNER hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If CONTRACTOR 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, CONTRACTOR may designate up to two (2) e-mail addresses: tbuckley@resourcegs.com and dcurry@resourcegs.com. Designation of up to two (2) e-mail addresses as well as CONTRACTOR's acceptance marked below signify CONTRACTOR's election to accept notices solely by e-mail. If handwriting its e-mail address

CONTRACTOR assumes the risk the e-mail address is legible. OWNER need only make its best guess at illegible handwritten e-mail address. The election to accept notices solely by e-mail is not binding unless BOTH of the following are found: (A) at least one (1) e-mail address is provided and (B) CONTRACTOR's acceptance below is evident.

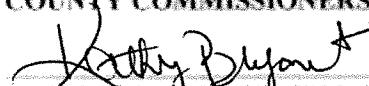
IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:


DAVID R. ELLSPERMANN,
CLERK OF COURT

JUL 24 2018
DATE

MARION COUNTY BOARD OF
COUNTY COMMISSIONERS


KATHY BRYANT, CHAIRMAN

JUL 23 2018

BCC APPROVED: July 17, 2018

18BE-210 | Contract Employment Services

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


for MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

7-19-18
DATE

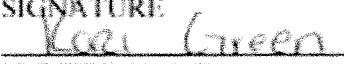
WITNESS


SIGNATURE


PRINTED NAME

WITNESS:


SIGNATURE


PRINTED NAME

RESOURCE GOVERNMENT SERVICES, LLC:

BY 

07/03/18
DATE

Timothy P. Buckley

PRINTED:

President

ITS: (TITLE)

EMAIL NOTICES ACCEPT TP DECLINE _____

By initialing an option above, agent selects to accept
or decline all notices by Owner solely via email.