CONTRACT BETWEEN

LAKE COUNTY, FLORIDA

AND

PROFESSIONAL STAFFING-A.B.T.S., INC., d/b/a ABLE BODY LABOR

FOR

TEMPORARY EMPLOYMENT SERVICES

ITB #08-0016

This is a Contract between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Professional Staffing-A.B.T.S., Inc., d/b/a Able Body Labor, a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY desires to establish a contract for Temporary Employment Services in conjunction with the COUNTY'S needs; and

WHEREAS, the COUNTY has publicly submitted an Invitation to Bid (ITB), #08-0016, for procurement of services from qualified firms, organizations or individuals for temporary employment services.

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Contract;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Contract is for CONTRACTOR to provide temporary employment services to meet the needs of the COUNTY.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Contract, COUNTY hereby engages CONTRACTOR to perform the following Scope of Services:

A. Orders

Temporary employees will be ordered by the COUNTY as needed. Requests for temporary employees will be either in writing or via telephone call from the requesting County Department and shall include days and hours to be worked, work location, contact person and any special safety equipment that may be necessary to perform the job. Work hours for temporary employees will be determined by the ordering department.

The COUNTY shall not be charged for temporary employee interviews at a COUNTY location. The COUNTY may require interviews of temporary employees to obtain a suitable employee for the COUNTY position. Also, transportation to and from the interview is the sole responsibility of, and cost of, the CONTRACTOR.

B. Overtime

Temporary employees shall be paid overtime for work performed in excess of forty (40) hours per week at a rate of 1.5 times the hourly rate. Such overtime shall be pre-approved by the County Department Director and verified on the temporary employee's time sheet and signed by the County Department Director.

C. Termination of a Temporary Employee

Temporary employees may be terminated by the COUNTY for any reason, at any time, at the sole discretion of the COUNTY. Any temporary employee using drugs or alcohol shall be terminated. There shall be no charge to the COUNTY for the following:

1. Cancellation of temporary employees at least two (2) hours before the person is scheduled to start work. If the COUNTY is unable to give a two (2) hour notice, the CONTRACTOR shall be paid for two (2) hours of work time for each affected temporary employee.

2. If the temporary employee is not working to the satisfaction of the COUNTY. The COUNTY may relieve the temporary employee of their duties and the COUNTY may request a replacement.

D. Temporary Employee Requirements

The temporary employees shall <u>meet or exceed</u> each of the following requirements:

1. Ability to project a professional image and deal effectively with the public, as most temporary employees will have high public exposure

2. Punctuality and attendance.

3. Ability to follow directions/instructions and the ability to work independently after receiving directions/instructions. Physical and mental ability to perform the essential functions of the temporary position.

4. Possess safety equipment required to perform the job requested, including, but not limited to: work/rubber gloves, safety shoes/boots, hats, safety glasses and safety vests. Safety equipment shall meet or exceed the quality of the equipment that is currently used by the COUNTY.

5. Dress Code: The COUNTY will advise the CONTRACTOR, at the time of the order, the appropriate work attire for the job. All temporary employees shall dress in a manner which is appropriate to the type of work performed and have a neat and orderly appearance.

6. Possess appropriate driver's license as required for heavy equipment operation and/or truck driving.

7. Temporary employees shall be a United States Citizen or the CONTRACTOR shall provide documentation to the COUNTY evidencing that the person has legal permission to work in the United States.

8. Temporary employees shall be required to speak, read, and write English.

E. CONTRACTOR shall provide the following:

1. A replacement within twenty-four (24) hours for any temporary employee who is unable to perform duties to the satisfaction of the COUNTY. Replacement employee requirements are the same as the temporary employees.

2. A local and out-of-state criminal background check for each proposed temporary employee shall be completed by the CONTRACTOR. Each background check shall follow the Background Investigation Procedures established by the Florida Department of Law Enforcement, Division of Criminal Justice Standards and Training. If there is anything found on the background check, the CONTRACTOR shall provide a copy to the Lake County Employee Services Department for review and approval. The background check must be approved before the employee starts work with the COUNTY.

3. A copy of the proposed temporary employee driver's license for equipment operator or truck driver positions so that a seven (7) year driving record can be run by the COUNTY.

4. A drug and alcohol screening per the Department of Transportation (DOT) standards for each temporary employee. Any proposed temporary employee who has a positive test will not be acceptable.

5. A designated contracting manager. Contract manager shall liaison with the COUNTY for job requirements of temporary employees, complaints, concerns and issues that may arise throughout the duration of this Contract.

6. An incentive program which promotes the temporary employee longevity with the COUNTY. Temporary employees who complete long-term job assignments shall be rewarded with a bonus.

F. Additional Work

Written requests for temporary employees not specifically referenced in the submitted bid will be forwarded to the CONTRACTOR from the County Employee Services Department. CONTRACTOR shall submit a written quoted price to Procurement Services for approval and/or negotiation. Upon approval of the temporary employee and quoted price by Procurement Services, the COUNTY will provide an order in writing to the CONTRACTOR.

G. Temporary Employees hired by the COUNTY

In the event any of the temporary employees are hired by the COUNTY for the COUNTY position, there shall be no charges or stipulations to the COUNTY (i.e. buy-outs or penalties).

H. Accident/Incident reporting

Temporary employees are required to report any accidents or incidents immediately to the County Supervisor and follow up with the appropriate paperwork and/or instructions provided by the County Supervisor.

3.2 The services rendered under the Contract shall be deemed complete and accepted when the temporary employee timesheet is signed off by the COUNTY.

3.3 This Contract shall be effective for an initial period of twelve (12) months, commencing immediately following the date of execution of the Contract by the COUNTY. The COUNTY reserves the sole right to renew this Contract for two (2) additional twelve (12) month periods. The initial contract will remain in effect until completion of the expressed and/or implied warranty period.

The contract prices, as set forth in **Exhibit A**, shall remain in effect for the full duration of the Contract. Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on changes in the Consumer Price Index. It is the CONTRACTOR'S responsibility to request in writing any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the CONTRACTOR'S written request for adjustment should be submitted forty-five (45) days prior to expiration of the then current contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Contract beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.4 The CONTRACTOR shall coordinate and work with any other consultants retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Contract.

Article 4. Payment

4.1 The CONTRACTOR shall submit invoices to the COUNTY user department(s) after each week has been completed. In addition to the general invoice requirements set forth below, the invoices shall be sent directly to the County Department where the temporary employee was assigned. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of temporary services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the temporary services.

4.2 Invoices shall provide the following information:

Contractor's Name, address, and phone number
Temporary Employee Name and County Work Location
Name of County Employee the Temporary Employee is to report to
Hourly rate
Date and Number of hours the temporary employee worked
Date and Number of hours the temporary employee worked overtime
Invoice total

4.3 All invoices shall contain the contract and/or purchase order number, date and location of service, and confirmation of acceptance of services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated.

4.4 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

Article 5. County Responsibilities

5.1 COUNTY shall pay CONTRACTOR in accordance with Article 4 above.

Article 6. Special Terms and Conditions

6.1 Termination. This Contract may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Contract is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Contract shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Contract.

6.2 Subletting of Contract. This Contract shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Contract and all transactions with the COUNTY must be through the CONTRACTOR.

6.3 Insurance. CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the CONTRACTOR or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	$300,000

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$100,000
Property Damage	$100,000

(X) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if they are injured, they will not hold the COUNTY responsible for any payment or compensation.

(X) Employer's Liability with the following minimum limits and coverage:

Each Accident	$100,000
Disease-Each Employer	$100,000
Disease-Policy Limit	$500,000

(X) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $500,000 and annual aggregate of $1,000,000.

Garage keepers Liability
Loss of use
Certificate(s) of Insurance

(X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on the general liability policy.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change or cancellation of the required insurance.

(X) Certificates of insurance shall identify ITB 08-0016, Temporary Employment Services, in the Description of Operations section of the Certificate.

(X) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such deductible or self-insured retention; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractors providing such insurance.

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Contract for default.

Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

6.4 Bonding Requirements. A Fidelity Bond with Blanket Employee Dishonest Coverage in the amount of $5,000 shall be provided by the CONTRACTOR. A copy of the form(s) providing the coverage shall be submitted with the Certificate of Insurance. The Fidelity Bond must include DESIGNATED EMPLOYEES ON PREMISES OF CUSTOMER/LEGAL LIABILITY Endorsement.

6.5 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers,

commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Contract.

6.6 Minimum Wage.

Under this Contract, the wage rate paid to all employees employed by the CONTRACTOR for the work under the contract shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforc3ed by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

When any change in the basic wage rate to be paid to CONTRACTOR employees being utilized under this Contract is mandated by a governmental activity (e.g., a change in the Federal Minimum Wage or other governmentally mandated wage structure) the CONTRACTOR may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

Article 7. General Conditions

7.1 This Contract is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Contract shall lie in Lake County, Florida.

7.2 Neither Party may assign any rights or obligations under this Contract to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. However, change orders may be executed in accordance with the COUNTY'S purchasing policies and procedures.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

7.7 During the term of this Contract CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

7.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Contract for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

John Ellis, Operations Vice President
P.O. Box 4699
Clearwater, Florida 33758

If to COUNTY:

County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Contract

8.1 This Contract is intended by the parties hereto to be the final expression of their Contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 16 day of December, 2008 and by CONTRACTOR through duly authorized representative.

CONTRACTOR

Print Name: Chris Mongelluzzi
Title: Executive VP

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Welton G. Cadwell
Chairman

This 18th day of December, 2008

ATTEST:

Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

PRICING SECTION

Award will be made by category. It is not necessary to bid on all items to be considered.

Item No.	Description	Cost per hour
1.	Customer Service Representative/Receptionist	$ No Bid
2.	Office Associate I	$ NoBid
3.	Office Associate IV	$ No Bid
4..	Data Entry	$ No Bid
5.	GIS Data Coordinator	$ No Bid
6.	General Labor	$ 11.72
7.	Custodian	$ 11.97
8.	Traffic Flagger	$ 12.47
9.	Landfill Attendant	$ 13.17
10.	Equipment Operator with Class "A", "B" or "C" CDL License (as applicable)	$ 15.72
11.	Truck Driver with Class "A" or "B" CDL License (as applicable)	$ No Bid

Total $ 65.05