

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA  
OFFICE OF THE COUNTY MANAGER  
AGENDA ITEM COVER SHEET**

**DATE:** 10/08/2024

**MEETING DATE:**

11/19/2024

**TO:** Jennifer Barker, County Manager

**ITEM TYPE:** Consent  
Item

**THRU:**

**ITEM ID:** 33424

Jim Kovacs, Office Of Human Resources & Risk Management  
Director

**BY:** Amy Munday, Contracting Officer II

**SUBJECT:** Leasing & Temporary Staffing Services

**RECOMMENDATION/REQUIRED ACTION:** Approve

Recommend approval:

1. Of Contracts 24-529A and 24-529B with AUE Staffing, Inc. (Altamonte Springs, FL), and Lyneer Staffing Solutions, LLC (Lawrenceville, NJ) for employee leasing and temporary staffing services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is \$150,000 (expenditure) and will not exceed available funding in fiscal year budgets.

**BACKGROUND SUMMARY:** On February 6, 2024, The County of Volusia County Council awarded Contracts 23-P-83TF (based on a Request for Proposals) to AUE Staffing, Inc. and Lyneer Staffing Solutions, LLC for employee leasing and temporary staffing services. These two companies are licensed per the State of Florida's requirements for employee leasing. The Office of Procurement Services, in coordination with the Office of Human Resources and Risk Management, has identified that the contract's scope of work includes services currently sought by Lake County at competitive pricing with proper licensing requirements. Adoption of Contracts 23-P-83TF allows for the replacement of expiring Contracts 17-0001A and 17-0001B.

Fiscal Impact: \$150,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
VARIOUS	VARIOUS	VARIOUS	830340		\$150,000

Advertised Date:

Paper:

Attachments:

1.	County of Volusia Agenda Item 11525 -2.6.2023
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2.	Lyneer Staffing Solutions Sunbiz Registration
3.	24 529B 1 Lyneer Staffing Solutions - Adoption and Amendment - County of Volusia -signed by Lyneer - 10-7-2024
4.	24-529A Contract - VENDOR SIGNED

**STAFF APPROVALS AND DATES:**

Amy Munday	Created/Initiated - 10/8/2024
Ron Falanga	Approved - 10/24/2024
Jim Kovacs	Approved - 10/24/2024
Sheri Hutchinson	Approved - 10/24/2024
David Eichinger	Approved - 10/24/2024
Kandace Pourbaix	Approved - 10/24/2024
David Langley	Approved - 10/25/2024
Kandace Pourbaix	Approved - 10/25/2024
Allison Teslia	Approved - 10/29/2024
Melanie Marsh	Approved - 11/1/2024
Jennifer Barker	Approved - 11/5/2024
Misty Spahn	Final Approval - 11/8/2024

**ACTION TAKEN BY BOARD:**

Action: New  
Other:

Continued/Deferred  
Until:

**ADOPTION AND AMENDMENT OF  
THE COUNTY OF VOLUSIA AND LYNEER STAFFING SOLUTIONS, LLC  
AGREEMENT FOR EMPLOYEE LEASING AND TEMPORAR SERVICES**

This is an Adoption and Amendment by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, of the Agreement for Employee Leasing, (the "Master Agreement") between the County of Volusia, a political subdivision of the State of Florida, and Lyneer Staffing Solutions, LLC, a Florida limited liability company (VENDOR).

**WITNESSETH:**

**WHEREAS**, on or about February 6, 2024, after complying with a competitive procurement process, Volusia County entered into the Master Agreement incorporated herein as **Composite Exhibit A**, for certain services, including employee leasing and temporary services; and

**WHEREAS**, the Master Agreement between Volusia County and the VENDOR is effective for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals; and

**WHEREAS**, VENDOR is willing to honor the terms, conditions, and pricing of the Master Agreement to provide employee benefits insurance consulting to the COUNTY; and

**WHEREAS**, the COUNTY and the VENDOR want to enter into this Adoption and Amendment to specify the application of the Master Agreement to the COUNTY and comply with the COUNTY'S procedures; and

**WHEREAS**, executing this Adoption and Amendment is in the best interests of the COUNTY and the residents of Lake County.

**NOW, THEREFORE**, the parties agree as follows:

**1. Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Adoption and Amendment upon adoption hereof.

**2. Term.**

A. This Adoption and Amendment shall become effective on the date under the last signature (the "Effective Date") and shall continue for the remainder of the initial three (3) year term of the Master Agreement with the option for two (2) subsequent one (1) year renewals. Renewals are contingent upon renewal of the underlying Master Agreement, as well as mutual written agreement of the parties hereto. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of VENDOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

B. This Adoption and Amendment will remain in effect until completion of all parties' obligations stated herein and expiration of all express and implied warranty periods.

**3. Payment and Invoices.**

A. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

B. VENDOR will submit an original invoice to the COUNTY after each service has been completed, or on such other basis as the parties mutually to in writing.

**ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH LYNEER STAFFING SOLUTIONS, LLC  
FOR EMPLOYEE LEASING AND TEMPORARY SERVICES**

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C. VENDOR will honor the pricing and terms set forth in the Master Agreement as full and complete payment for services rendered to the COUNTY under this Adoption and Amendment.

**4. Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the VENDOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the VENDOR'S office or facility. The VENDOR will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the VENDOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, VENDOR will comply with the Florida Public Records' laws, and will:

i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

ii. Upon request from the COUNTY'S custodian of public records, provide the 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 for by law.

iii. 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 Contract term and following completion of the Contract if the VENDOR does not transfer the records to the COUNTY.

iv. Upon completion of the Contract, transfer, at no cost, to the COUNTY all public records in possession of the VENDOR or keep and maintain public records required by the COUNTY to perform the service. If VENDOR transfers all public records to the COUNTY upon completion of the Contract, VENDOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADOPTION AND AMENDMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

**ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH LYNEER STAFFING SOLUTIONS, LLC  
FOR EMPLOYEE LEASING AND TEMPORARY SERVICES**

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D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, VENDOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If VENDOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the VENDOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Requests to inspect or copy public records relating to the COUNTY'S Contract for services must be made directly to the COUNTY. If VENDOR receives any such request, VENDOR shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the VENDOR of such request, and the VENDOR must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. VENDOR acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. VENDOR further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. VENDOR shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the VENDOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by VENDOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. VENDOR authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against VENDOR from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

5. **Application to Lake County.** All terms applicable to Volusia County in the Master Agreement shall apply to Lake County and all references to "County" in the Master Agreement will be construed as referring to the COUNTY under this Adoption and Amendment.

6. **Notices.** The VENDOR shall provide any notices to the COUNTY as required under this Adoption and Amendment to the following locations:

County Manager  
Lake County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

*With a copy to:*

County Attorney  
Lake County Administration Building  
315 West Main Street, Suite 335  
Post Office Box 7800  
Tavares, Florida 32778-7800

7. **Insurance.** VENDOR shall, at minimum, have and maintain the types and amounts of insurance outlined in the Volusia County Master Agreement.

A. VENDOR shall also list the COUNTY as an additional insured:  
Certificate holder shall be:

**ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH LYNEER STAFFING SOLUTIONS, LLC  
FOR EMPLOYEE LEASING AND TEMPORARY SERVICES**

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LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND  
THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

**8. Effect of Amendment.** All other provisions of the Contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Adoption and Amendment conflicts with the Master Agreement, this Adoption and Amendment will govern.

**9. Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Adoption and Amendment is governed by the laws of the State of Florida. Any and all legal action arising out of this Adoption and Amendment will have its venue in Lake County and the contract will be interpreted according to the laws of Florida. Arbitration will not be used as a means for dispute resolution. Both parties waive any right they may have to a jury trial in any civil litigation matter arising from this Adoption and Amendment.

**10. Scope of Contract for Adoption & Amendment.** This Adoption and Amendment is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Adoption and Amendment, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Adoption and Amendment will need to be added via written addendum, and pricing negotiated based on final specifications. This Adoption and Amendment includes the following terms and attachments, all of which are incorporated herein:

Composite Exhibit A..... Volusia County Master Agreement (143 pages); and  
Lyneer Staffing Solution LLC Pricing Sheet with Volusia County (12 pages); and  
Volusia County Board of County Commissioner Agenda Item Sheet (2 pages).

**IN WITNESS WHEREOF**, the parties have signed this Adoption and Amendment through their duly authorized representatives on the date under each signature.

**VENDOR**

LYNEER STAFFING SOLUTIONS, LLC

By: Todd McNulty  
Todd McNulty, Managing Member

This \_\_\_\_\_ day of Oct 07 2024, 2024.

**ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH LYNEER STAFFING SOLUTIONS, LLC  
FOR EMPLOYEE LEASING AND TEMPORARY SERVICES**

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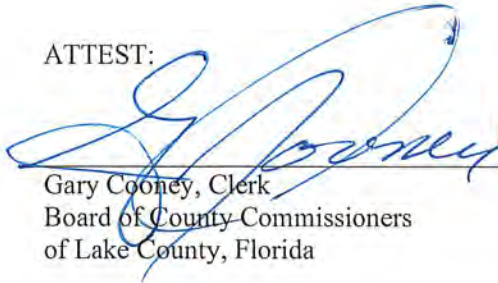
**COUNTY**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners:

  
\_\_\_\_\_  
Leslie Campione, Chairman

This 19<sup>th</sup> day of Nov., 2024.

ATTEST:

  
\_\_\_\_\_  
Gary Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



Approved as to form and legality:

mmmarsh 11/19/24  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

COMPOSITE EXHIBIT A



AGREEMENT  
FOR  
EMPLOYEE LEASING AND TEMPORARY SERVICES

Between

THE COUNTY OF VOLUSIA

AND

LYNEER STAFFING SOLUTIONS, LLC

County of Volusia  
Purchasing & Contracts Division  
123 West Indiana Avenue, Suite 302  
DeLand, Florida 32720-4608  
386-736-5935

**23-P-83TF**



## AGREEMENT FOR EMPLOYEE LEASING AND TEMPORARY SERVICES

This Agreement for Employee Leasing and Temporary Services (hereinafter "Agreement") made and entered by and between Lyneer Staffing Solutions, LLC, which is duly authorized to conduct business in the State of Florida, and whose principal place of business is located at 133 Franklin Corner Road, Lawrenceville, New Jersey 08648 ("Contractor") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 ("County").

### RECITALS:

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide employee leasing and temporary services; and

WHEREAS, the County issued Request for Proposals RFP 23-P-83TF (the "RFP") seeking a qualified firm to provide employee leasing and temporary services, and has received responses from various potential vendors; and

WHEREAS, the County has determined that Contractor is fully qualified to render the required services; and

WHEREAS, in reliance on Contractor's response to the RFP, the County determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree and stipulate as follows:

### 1 DEFINITIONS

For this Agreement and any incorporated exhibits, certain terms, phrases, words, and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by the incorporated Scope of Services (Exhibit A), third by the Supplemental Scope of Service (Exhibits A.1 – A.12) and fourth by the incorporated Hourly Rate Schedule (Exhibit B). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Work, shall have the meanings ascribed to them in the following order of precedence: first, in the most current edition Black's Law Dictionary and last, in the most current edition of the Merriam-Webster Collegiate Dictionary, if a term is not defined in the Agreement or Black's Law Dictionary.

- 1.1. **Agreement:** This Agreement for employee leasing and temporary services, including its articles, exhibits, addenda, and attachments.
- 1.2. **Amendment:** An amendment to this Agreement in writing, approved by the Director of Purchasing and Contracts, and signed by the County and Contractor authorizing a modification or revision to one or more terms or conditions of this Agreement.

- 1.3. **Change Order:** A written change or modification to this Agreement approved by the County's Project Manager and Contractor, which is signed by the County and Contractor authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the Agreement price or time, without change to any other terms or conditions of the Agreement.
- 1.4. **Compensation:** The amount paid by the County to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to Contractor, under the terms of this Agreement, for all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- 1.5. **Constitutional Officers:** Shall mean The Clerk of the Circuit Court of Volusia County, Volusia County Property Appraiser, Volusia Sheriff's Office, Volusia County Supervisor of Elections, and Volusia County Tax Collector. For the purposes of this solicitation, Constitutional Officers are Volusia County Property Appraiser, Volusia County Supervisor of Elections, and Volusia County Tax Collector.
- 1.6. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.7. **Contractor:** Lyneer Staffing Solutions, LLC
- 1.8. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- 1.9. **County Project Manager:** The person designated by the County to review, approve, and make decisions regarding the Scope of Services in this Agreement.
- 1.10. **Deliverable(s):** The products or services provided through the Scope of Services for this Agreement including but not limited to leased and/or temporary employees, reports, written documentation, training, and systems or processes.
- 1.11. **Effective Date:** The date that this Agreement is fully executed by Contractor and the County or March 20, 2024, whichever is later.
- 1.12. **Exclusion Search:** The Federal Office of Inspector General (OIG) has the authority to exclude individuals and entities from Federally funded health care programs (sections 1128 and 1156 of the Social Security Act) and maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities (LEIE). Anyone who hires an individual or entity on the LEIE may be subject to civil monetary penalties (CMP). To avoid CMP liability, the LEIE needs to be checked to ensure that new hires are not on the excluded list. The Exclusion Search is the search of temporary and leased employees checked against the List of Excluded Individual and Entities (LEIE) to ensure they are not on this list. Visit <https://www.oig.hhs.gov/exclusions/>.

- 1.13. **Google Search:** The purpose of the Google Search (Internet) is to obtain relevant information about the applicant, including, but not limited to achievements, newspaper references, legal proceedings related to employment or criminal activity, and/or any matter that can be potentially embarrassing to the County. Written confirmation that the employee has passed the background check shall be provided by the Contractor to the (County) Project Manager prior to an employee starting work at any County site(s).
- 1.14. **Key Personnel:** Contractor's personnel who are responsible for Contractor's day-to-day Project operations as described in Contractor's Proposal.
- 1.15. **Leased Employee:** Individual employed by an employee leasing agency (Contractor) and utilized by such agency to perform a variety of works for the County, as the agency's client. Leased employees are not listed in the County's payroll and are not County employees. Leased Employees are employees of the employee leasing agency (Contractor). Their withholding, depositing, and reporting responsibilities remain with the Contractor. Leasing agencies shall be licensed by the state.
- 1.16. **Project:** The project that is described in Exhibit A and Exhibits A.1 – A.12 of this Agreement.
- 1.17. **Proposal:** The document submitted by Contractor in response to a formal solicitation (RFP No. 23-P-83TF), which is used to determine if Contractor is highly qualified.
- 1.18. **Scope of Services:** The Services defined in this Agreement under the Scope of Services and Exhibit A, which are hereby agreed to by the parties in writing, and which includes Contractor's responsibility for performing and complying with all incidental matters pertaining thereto.
- 1.19. **Services:** Those services defined in the Scope of Services to be performed by Contractor pursuant to this Agreement and its attached exhibits, including: the work, duties, and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Exhibit A, Exhibits A.1 – A.12, Exhibit B, and Exhibit B.1, attached hereto and made a part of this Agreement.
- 1.20. **State:** State of Florida.
- 1.21. **Subcontractor:** A person other than a material man or laborer who enters into an Agreement with a Contractor for the performance of any part of the basic agreement.
- 1.22. **Temporary Employee:** Employee of the Contractor provided to the County to perform tasks at an hourly rate agreed upon through the competitive Bid process.
- 1.23. **Warranty:** The warranty or warranties as set forth in this Agreement including any warranties required by State Law or regulation.

## 2 EXHIBITS

2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

2.1.1 Exhibit A – Scope of Services

- 2.1.2 Exhibits A.1 – A.12 — Supplemental Scope of Services, including:
  - 2.1.2.1 Exhibit A.1 – Required Background Checks
  - 2.1.2.2 Exhibit A.2 – Drug Testing Requirements
  - 2.1.2.3 Exhibit A.3 – County Holiday Schedule
  - 2.1.2.4 Exhibit A.4 – Monthly Report
  - 2.1.2.5 Exhibit A.5 – Overview of Potential Requirements
  - 2.1.2.6 Exhibit A.6 – Daytona Beach International Airport Job Descriptions
  - 2.1.2.7 Exhibit A.7 – Environmental Management Job Descriptions
  - 2.1.2.8 Exhibit A.8 – Marine Science Center Job Descriptions
  - 2.1.2.9 Exhibit A.9 – Halifax Area Authority (HAAA) Leased Employees Job Descriptions
  - 2.1.2.10 Exhibit A.10 – Southeast Volusia Advertising Authority (SVAA) Leased Employees Job Descriptions
  - 2.1.2.11 Exhibit A.11 – West Volusia Tourism Advertising Authority (WVTA) Leased Employees Job Descriptions
  - 2.1.2.12 Exhibit A.12 – Current Benefits Provided for Advertising Authorities
- 2.1.3 Exhibit B – B.1 — Pricing, including:
  - 2.1.3.1 Exhibit B – Hourly Rates
  - 2.1.3.2 Exhibit B.1 – Additional Job Descriptions
- 2.1.4 Exhibit C – Insurance Requirements
- 2.1.5 Exhibit D – Federal Contract Provisions

### 3 ORDER OF PRECEDENCE

- 3.1 If Contractor finds any potential or possible inconsistency, conflict, error, or discrepancy in the Agreement, the order of precedence, Contractor shall immediately call it to the County Project Manager's attention, in writing, and request the County Project Manager's interpretation and direction before proceeding with the Services affected thereby.

In the event of any conflicts or inconsistencies between any exhibit to the Agreement and the Agreement itself, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- 3.1.1 In the event of any conflicts or inconsistencies between Exhibit A – Scope of Services and any other exhibit of this Agreement in regard to the Scope of Services, Project specifications, performance criteria, or management metrics, Exhibit A – Scope of Services shall be controlling.
- 3.1.2 In the event of any conflicts or inconsistencies between Exhibit B – Hourly Rate Schedule and any exhibit in regard to the types of services to be provided under this Agreement, Exhibit B – Hourly Rate Schedule shall be controlling.
- 3.1.3 In the event of any conflicts or inconsistencies between the Agreement and any exhibit to the Agreement in regard to all terms and conditions addressed in the Agreement, the Agreement shall be controlling.

4 **SCOPE OF SERVICES.** Contractor shall provide Services under this Agreement and act as Contractor to the County in accordance with the Scope of Services as specifically set forth in this Agreement and its exhibits.

4.1 Contractor shall provide employee leasing and temporary services in accordance with the Scope of Services attached as Exhibits A, A.1, A.2, A.3, A.4, A.5, A.6, A.7, A.8, A.9, A.10, A.11, and A.12.

4.2 **Performance Criteria:**

4.2.1 All services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.

4.2.2 All labor necessary to complete the Scope of Services shall be performed in a professional and competent manner, in accordance with industry standards and to the satisfaction of the County.

4.2.3 **Changes to Scope of Services.** The County may, at any time, by written change order, make changes within the general Scope of Services to be performed under this Agreement; unless otherwise allowed by the County in the written change order, such changes to the Scope of Services (or Contractor's claim for adjustment, described below) shall not allow, permit, or excuse any delay in the performance of the work Services. Except as otherwise stated herein, if any such change causes an increase or decrease in Contractor's cost of the Services or the time required for performance of the work, the County may make an equitable adjustment by amending this Agreement and stating the equitable adjustment in such amendment. Determination of whether an increase or decrease in cost was caused by the change to the scope of work shall be in the County's sole discretion. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of the County's notification to

Contractor (whether made orally or in writing) of the change that caused the claim for adjustment; otherwise, the claim shall be deemed waived. Except as otherwise provided in this Agreement, no charge for any extra work or materials shall be allowed or approved by the County. No additional work shall be performed, or extra materials purchased until a written Change Order has been approved by Contractor and County.

4.2.4 **Time is of the Essence.** Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.

4.2.5 **Authority to Act on Behalf of County.** County's Purchasing and Contracts Director, or such other proper authority pursuant to County policies and procedures, shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

## 5 RESPONSIBILITY OF CONTRACTOR

5.1 Where questions exist as to the Scope of Services to be provided, the Contractor shall promptly confer with the Project Manager to ascertain the functional criteria of the Scope of Services. The Services of Contractor shall also include the following:

5.1.1 Contractor shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the County.

5.1.2 Contractor covenants and agrees as follows:

5.1.2.1 That its allegations and representations regarding its special talent, training, and experience caused the County to select Contractor to provide Services;

5.1.2.2 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services;

5.1.2.3 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in

its field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances;

5.1.2.4 That Contractor shall provide any reports, or studies, pursuant to Subsection 5.1.2.4, accurately with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on Contractor's status as an industry professional in accepting such documentation.

- 5.2 **Supervision.** Subject to Subsection 5.1.2.3, Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Contractor shall hire, compensate, supervise, and terminate members of its work force, and Contractor shall direct and control the manner in which Services are performed including conditions under which Leased Employees and Temporary Employees shall be assigned duties, how those individuals shall report, and the hours they shall perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the Contractor's employees' (including Leased Employees and Temporary Employees) and/or subcontractors' wages or salaries. Benefits, if any, for Contractor's employees and/or subcontractors shall be the responsibility of Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. The contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures in delivering Services pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables comply with the requirements of this Agreement and the Scope of Services contained therein.
- 5.3 **Assurance.** Subject to Subsection 5.1.2.3, Contractor gives the County its assurance that all Services performed under this Agreement shall be timely performed in a competent, professional, and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services shall be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by Contractor under this Agreement. Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Services for which it is responsible.
- 5.5 **Services to Comply with Specifications and Law.** All Services performed by Contractor including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Services, shall comply with the Scope of

Services and all applicable local laws, codes, ordinances, and statutes.

5.6 **Subcontractors.**

- 5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any Subcontractor, other person, or organization of against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's approval.
- 5.6.2 **Disapproval of Subcontractors.** County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.
- 5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Services done in accordance with the schedule of values.
- 5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Services being performed for Contractor.

6 **TERM OF AGREEMENT**

- 6.1 The term of this Agreement shall commence on the Effective Date of this Agreement, March 20, 2024, or when it is fully executed by all parties, whichever is later, and shall terminate three (3) years from September 29, 2024. Two (2) subsequent one (1) year



renewals are permissible upon mutual written agreement between the parties.

- 6.2 The Services to be rendered by the Contractor shall be commenced, as specified in this Agreement, or as may be requested by the County and shall be completed within the time specified therein.

## 7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** Contractor shall be paid Compensation for all Services. Compensation listed in Exhibit B – Hourly Rate Schedule and Exhibit B.1 – Additional Job descriptions, constitute complete payment for all Services rendered under this Agreement, including the cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit. The County agrees to pay Contractor in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions not the fault of the County in computing the Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 7.3 **Reimbursable Expenses.** County's payment to Contractor pursuant to the Fee Schedule, attached hereto and incorporated herein as Exhibits B and B.1 shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any additional expenses incurred in connection with the performance of this Agreement.
- 7.4 **Payments.** Any payments shall be made in accordance with Exhibit B – Hourly Rate Schedule and Exhibit B.1 – Additional Job descriptions Hourly Rate Schedule. The hourly rates expressed in these Exhibits shall govern Compensation and provide for payments against specified Deliverables and performance.
- 7.4.1 **Approval of Payment.** If, on the basis of the County Project Manager's observation and review of Contractor's Services, the County Project Manager is satisfied that the Services has been completed and Contractor has fulfilled all of its obligations under the Agreement, the County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Project Manager shall return the invoice to Contractor, indicating in writing the reasons for refusing to approve final payment. Subsequent to receiving a returned invoice, Contractor will make the necessary corrections and resubmit the invoice and, if requested, provide explanation or substantiation for said invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from

recovering amounts paid when the County subsequently discovers material defects or deficiencies in the services or work provided by Contractor, which defects or deficiencies would have otherwise caused the County to withhold payment.

7.5 **Invoices.** Invoices or payment requests shall be addressed from the Contractor and submitted to the County's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

7.5.1 **Invoice Detail.** The contractor shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished and, if requested, provide substantiation for same. Invoices shall be in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

7.5.2 Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the County Project Manager; time sheets shall be approved by each authorized supervisor. County Project Manager shall review Contractor's Invoice and supporting data and notify Contractor in writing within ten (10) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

7.5.3 **Invoicing Pursuant to Agreement.** Pursuant to Exhibits B and B.1, the Contractor shall invoice County for all payments due Contractor under this Agreement. County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County. Invoices shall be submitted to each using division for approval.

7.5.4 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

7.5.5 **Payment Due.** Within forty-five (45) days of acceptance by the County Project Manager of all the Services for which Contractor has submitted an invoice of professional Services, Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said invoice.

7.5.6 **Taxes.** County is a tax-exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.

7.6 **Contractor's Continuing Obligations.** Contractor's obligation to perform Services in accordance with the Agreement shall be absolute. Nothing, including without limitation, the following, shall constitute an acceptance of Services not in accordance with the

Agreement: approval of any progress; final payment to Contractor; documentation confirming acceptance of the Services by the County; any payment by the County to Contractor under the Agreement; any act of acceptance by the County or any failure to do so; any correction of defective Services by the County.

7.7 **Non-appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. The County shall not be obligated to pay the Contractor under this Agreement beyond the date of termination except as set forth in this Agreement. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then-current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues.

7.8 **Price Redeterminations**

7.8.1 **Minimum Wage Price Redetermination.** If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

7.8.1.1 **Example:** Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare, and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Agreement will be immediately terminated.

7.9 **Unusual Costs** The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by

all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change, and prices decrease.

## 8 PAYMENT OF SUBCONTRACTORS

- 8.1 **Payment.** Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies. Contractor agrees that if it withholds an amount as retainage from such Subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.
- 8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the County harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement. Regardless of the foregoing, nothing in this Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see the payment of any moneys due any Subcontractor, except as may otherwise be required by law.

## 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **Indemnification.** Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- 9.2 In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.
- 9.3 **Sovereign Immunity.** The County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, (as amended)

Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## 10 INSURANCE

The contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit C.

## 11 TERMINATION

- 11.1 County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
- 11.2 Contractor may terminate this Agreement upon at least two hundred forty (240) days prior written notice to County.
- 11.3 Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
  - 11.3.1 Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
  - 11.3.2 Inform the County, in writing, of the extent to which performance is completed.
  - 11.3.3 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Services under the Agreement that is in progress but not yet completed.
  - 11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of Contractor under the orders and subcontracts so terminated.
- 11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 7 - Agreement Price and Compensation, and this Article 11 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty-five (45) days.
- 11.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's approval

of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.

- 11.6 If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete Contractor's unfinished Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.
- 11.7 The right of termination provided to the County and Contractor herein shall be cumulative of all other remedies available at law.
- 11.8 All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

## 12 DISPUTE RESOLUTION

- 12.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 12, Dispute Resolution. Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Services. Issues shall be escalated to successive management levels as needed.
- 12.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

**Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) County work Days (defined as weekdays [i.e. Monday, Tuesday, Wednesday, Thursday and Friday] not designated as holidays by the County) of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute,

escalate the dispute as indicated below:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

12.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

12.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 12, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

**13 COUNTY DATA**

13.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Agreement to the extent required by the laws of the State of Florida.

13.2 Upon any termination or expiration of this Agreement, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format, or such other format as mutually agreed upon by County and Contractor.

13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS AGREEMENT.

#### 14 LOCAL GOVERNMENT REQUIREMENTS

- 14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.**

By entering into this Agreement, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Agreement.
- B. Upon request from the County's custodian of public records, provide the 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.
- C. 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 Agreement term and following completion or termination of the Agreement if Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the County all public records in the possession of Contractor or keep and maintain public records required by the County to perform the service. If Contractor transfers all public records to the County upon completion or termination of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion or termination of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's



custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

The contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 14.2 **No Code Violation or Past Due Debt.** The Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.
- 14.3 **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of public welfare or due to changes in law or ordinance.
- 14.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall indemnify, defend, and hold harmless the County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at

its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia, or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 14.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or in the provision of goods or Services pursuant to this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to the public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.
- 14.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free workplace, as amended from time to time, during the term of this Agreement.
- 14.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 14.8 **Equal Opportunity; Disadvantaged Business Enterprises.**

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin,

political affiliation, disability, or family status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**14.9 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.**

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

**14.10 Compliance with Federal E-Verify Regulations.**

- A. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractor. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. The Contractor covenants and agrees that if the County has a good faith belief that Contractor has knowingly violated or if Contractor is found to have violated this Section 14.10; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section 14.10, the Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.
- C. Any subcontract entered into by Contractor with any Subcontractor performing work under this Agreement shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." In accordance with Florida law, if Contractor enters into a subcontract to perform work under this Agreement, Contractor shall require from said subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Contractor shall maintain a copy of such affidavit for the duration of this Agreement and/or the

contract with the subcontractor, whichever is longer. Contractor acknowledges and agrees that if the County has a good faith belief that a subcontractor knowingly violated this Section 14.10 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief that Contractor otherwise complied with this Section 14.10 and applicable law, the County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Failure to comply with said order shall constitute a violation of this Section 14.10 and the terms of Section 14.10.B shall apply.

**14.11 Scrutinized Companies-FL Statute Section 287.135 and 215.473.**

Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Agreement amount equals or exceeds one million dollars, Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

Contractor understands and agrees that the County may immediately terminate this Agreement upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have certified falsely or if any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

**15 MISCELLANEOUS PROVISIONS**

15.1 **Independent Contractor.** The contractor shall provide the services required herein strictly in an independent contractor relationship with the County and, except as otherwise expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between Contractor and the County. The County shall not provide vehicles or equipment to Contractor to perform the duties required under this Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. Contractor is not exclusively bound to the County and may provide Services to other private and public entities but agrees and covenants that any such service provided by Contractor or for such entities will not conflict or otherwise interfere with Contractor's provision of Services to the County under this Agreement.

- 15.2 **Other Agencies.** Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions.

It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to Contractor.

- 15.3 **Contractor's Project Manager** Any changes or substitutions to the Contractor's Project Manager shall be communicated to County, and County must acknowledge any such change or substitution. Training for the new Project Manager will be scheduled within thirty (30) County workdays. In accordance with *Exhibit A, Scope of Services, the training is mandatory*. Failure of Contractor's Project Manager to attend training may result, at a minimum, in interruption of Services, such as no new positions being processed.
- 15.4 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.
- 15.5 **Waiver of Claims.** Once the Agreement expires, or final payment has been made, Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider Contractor to have waived any right to claims against the County concerning the Agreement.
- 15.6 **Safety.** Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of Contractor, Subcontractor, or supplier's failure to comply with the regulations.
- 15.7 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. When sent in accordance with the foregoing, notice shall be deemed delivered the sooner of (i) when received by the addressee or (ii) five (5) days after being deposited in the mail or with the parcel service. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the parties

designate the following:

In the case of County:

County of Volusia  
Attn: Director of Purchasing and Contracts  
Address: 123 W. Indiana Ave., Room 302  
DeLand, Florida 32720  
Phone: (386) 736-5935

with copies of legal notices to:

County of Volusia  
Attn: County Attorney  
Address: 123 W. Indiana Ave., Room 301  
DeLand, Florida 32720  
Phone: (386) 736-5950

In the case of Contractor:

Lyneer Staffing Solutions, LLC  
Attn: Heather Beyer  
Address: 4195 Southside Blvd, Suite 105  
Jacksonville FL 32216  
Phone: (904) 517-7454

with copies of legal notices to:

Lyneer Staffing Solutions, LLC  
Attn: Legal Department  
Address: 133 Franklin Corner Rd, 1st Floor  
Lawrenceville NJ 08648  
Phone: (609) 883-6884

15.8 **Assignment.**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining the County's prior written consent, which consent the County may withhold, limit and/or condition in the County's sole discretion, including, but not limited to, requiring Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this article shall be by written Amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall provide the County with a written request for County's consent no less than thirty (30) days prior to the assignment's proposed effective date. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however,

payment of such fee shall not entitle Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section, but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

- 15.9 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.
- 15.10 **Audit Right and Retention of Records.** The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Agreement. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Agreement, require its subcontractors to agree; (i) to the requirements and obligations of this Article 15.9 – Audit Right and Retention of Records (ii) to be subject to applicable privacy and confidentiality laws and regulations and (iii) Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Lawrenceville, New Jersey. Nothing in this Article 15.9 – Audit Right and Retention of Records shall require Contractor to violate any laws applicable to Contractor as a provider of employee leasing and temporary services.
- 15.11 **Location of County Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.
- 15.12 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in

Contractor's website, and/or press releases, and, may not place County's name or logo on Contractor's website or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo, or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

15.13 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

15.13.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

15.13.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

15.13.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.

15.14 **Bankruptcy Rights of County.** All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of



its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against the Contractor under the Code, County shall be entitled to retain all of its rights under this Agreement.

- 15.15 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 15.16 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Agreement.
- 15.17 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.
- 15.18 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7<sup>th</sup> Judicial Circuit in and for the County of Volusia, Florida, or, if in federal court, be exclusively in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and the County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.
- 15.19 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## 16 ELECTRONIC SIGNATURES

Vendor acknowledges that Heather Beyer, Chief Operating Officer (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

17 SIGNATURES

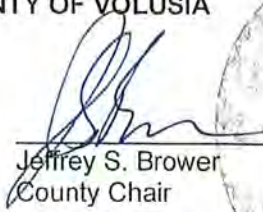
IN WITNESS WHEREOF, the parties have made and executed this Agreement for Employee Leasing and Temporary Services on the date last written below.

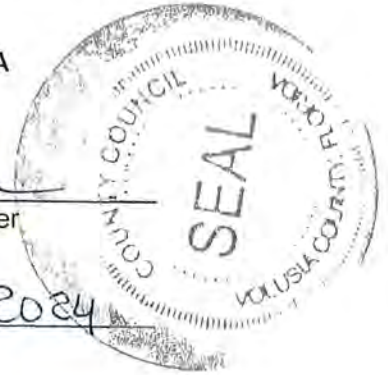
Attest:

  
\_\_\_\_\_  
George Recktenwald  
County Manager  
Date: 02/21/2024

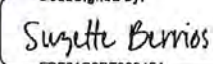
COUNTY OF VOLUSIA

BY:

  
\_\_\_\_\_  
Jeffrey S. Brower  
County Chair  
Date: 02/06/2024



Attest:

DocuSigned by:  
  
\_\_\_\_\_  
Suzette Berrios  
General Counsel  
Date: 1/4/2024 | 10:41:11 EST

LYNEER STAFFING SOLUTIONS, LLC

BY:

DocuSigned by:  
  
\_\_\_\_\_  
Heather Beyer  
Chief Operating Officer  
Date: 1/4/2024 | 07:38:44 PST

CC Date: 02/06/2024



**Table of Contents**

1.0 BACKGROUND AND OVERVIEW ..... 1  
2.0 SCOPE OF SERVICE ..... 2  
3.0 CLASSIFICATION ..... 8  
4.0 CONTRACTOR'S QUALIFICATIONS ..... 9  
5.0 SAMPLES OF DIVISIONS UTILIZING EMPLOYEE LEASING ..... 13

**1.0 BACKGROUND AND OVERVIEW**

There are more than one hundred (100) facilities located throughout the County with over forty divisions that may require the utilization of temporary or leased employees. Each division may utilize the Agreement(s) to fill the individual needs of that department or division.

Services are required to meet the following needs effectively and efficiently:

- Handle seasonal, peak workloads or special projects;
- Reduce personnel overhead expenses;
- Fill-in during temporary absences of permanent employees;
- Evaluate positions for permanency;
- Supply specialized needs; and,
- Other purposes which are not known at this time.

There is no guarantee of the number of employees or hours that will be required from the resulting Agreement(s). However, for historical context, annual expenditures have been approximately \$4,000,000 for the County and \$580,000 for the Advertising Authorities for the past three years. This is being provided for informational purposes only and in no way represents a guarantee of future expenditures.

Contractors may offer the services they currently provide for temporary employment services and / or employee leasing, as it is anticipated that there will be multiple awards.

**1.1 County Job Descriptions**

The complete list of current positions and compensation scales for Volusia County are listed at <https://www.governmentjobs.com/careers/volusiaco/classspecs>. Click on Class Specifications in the Menu box in the upper left-hand corner. These are not intended to limit competition nor specify any Contractor, but to ensure that the County receives services customized to fit its particular requirements. Compensation ranges are for informational purposes only. Additional requirements for job descriptions may be added to this website at any time during the term of the resulting Agreement. These are the minimum requirements for the required positions. In addition to the positions listed on the website, Daytona Beach International Airport (DAB), Marine Science Center, Environmental Management, and the County's three Tourism Advertising Authorities, have additional positions described in separate exhibits. The successful Contractors shall be responsible for knowing the content and scope of job descriptions to ensure insurance

**23-P-83TF**  
**EXHIBIT A - SCOPE OF SERVICES**



coverage is not an issue. There may be job descriptions provided to Contractors that are not listed on the County's web site, however, every position requested shall require a job description approved by the County's Project Manager.

**2.0 SCOPE OF SERVICE**

The Contractor(s) shall be responsible for the following services, including, but not limited to:

**2.1 Employee Liability Management**

- A. Workers' Compensation Coverage & Claim Resolution;
- B. General Liability (Volusia County listed as additional insured);
- C. Employment Practices Liability Insurance;
- D. Automobile Liability (Volusia County listed as additional insured);
- E. Staffing Services Miscellaneous Professional Liability;
- F. Crime Insurance;
- G. Excess Liability;
- H. Unemployment Claims Management; and
- I. Conflict Resolution.

**2.2 Employment Administration**

- A. Payroll Processing;
- B. Payroll Tax Filing;
- C. FICA, FUTA, SUTA;
- D. Insurance Procurement;
- E. Garnishments;
- F. Monthly/Quarterly/Annual Reports;
- G. Human Resources Management Reports;
- H. Direct Deposit, if employee desires, this applies to both temporary and leased employees; and
- I. W-2s and 1099s.

23-P-83TF  
EXHIBIT A - SCOPE OF SERVICES



- 2.3 **Benefit Solutions.** Whatever benefits offered or required by law shall be the responsibility of the Contractor(s) and all costs shall be the responsibility of the Contractor(s). Contractor(s) is not required to offer a benefits package greater than that which is required by law, except that any employees provided to the Tourism Advertising Authorities will be required to receive the benefits that are described on Exhibit A.12.
- 2.4 Services shall include preparing, auditing, and delivery of payroll checks to employees and reports to the County Project Manager, as required. Failure to provide payroll checks to employees on time may result in the County exercising its right to terminate the Agreement.
- 2.5 **Overtime.** Neither Temporary nor Leased Employees shall be authorized to work overtime without the express written authorization of the Division Representative or designee. Overtime is defined as pay at a rate of not less than one and one-half times an employee's regular rate of pay after forty (40) hours of work in a work week.
- 2.6 Contractor(s) shall have the ability to process time sheets electronically via the internet or by email submittal. Contractor(s) shall submit monthly reports to the County Project Manager reflecting employee names, department/division worked, "County" position worked, hourly rate, and number of hours worked each month.
- A. Contractor is to provide a completed Exhibit A.4 to the County monthly.
  - B. Reports shall contain **County job descriptions** for employees..
  - C. Contractors failing to submit monthly reports in the specified format within the required time may be notified by the County to correct the action. The County shall fine the Contractor \$25.00 per day each day that the report is late. Contractors that repeatedly submit late reports may be terminated for cause at the discretion of the County.
- 2.7 **Invoices.** Contractor shall provide a weekly invoice.
- A. Contractor shall include County job description, hourly rate, and actual hours worked. Invoices that do not include the required information will not be processed but returned to the contractor for correction.
  - B. Invoices must be reviewed prior to being sent to the County to make certain the billed rate matches the contracted amount.
  - C. Any invoice errors shall be corrected, and a new corrected invoice shall be provided for processing; not a supplemental invoice making adjustments and/or correcting errors on the original invoice.
  - D. If an invoice includes any FEMA eligible work, the invoice shall have the hours worked due to the event noted as FEMA work. Contractor shall work with County on a viable method for this notation.
- 2.8 Employees may be required to drive County-owned vehicles, including but not limited to, cars, golf carts, passenger vans, passenger shuttle buses, tractors pulling luggage, semi-

23-P-83TF  
EXHIBIT A - SCOPE OF SERVICES



tractor trailers, dump trucks, heavy equipment, and as appears in provided job descriptions. Employees may be required to drive these County-owned vehicles with passengers (employees and/or members of the public) and tow a County-owned trailer. Passengers shall be limited to no more than ten (10) people. Contractors shall be responsible for insurance to cover their employees while driving all vehicles.

- A. Contractor shall complete a driving record check on all employees that will be driving County owned vehicles. Written confirmation the employee passed shall be provided to the Project Manager. The County Project Manager will inform the County Division Representative or designee prior to the employee beginning work.
  - B. Employees involved in an accident while operating a County vehicle shall be drug tested by Contractor at Contractor's expense prior to employee returning to work after an accident. Employee shall be cleared by Contractor and written confirmation provided to the Project Manager. The employee may return to work at the discretion of the Project Manager. The Project Manager will inform the Division Representative or designee.
  - C. Employees may have to drive on public roads, as required. County-owned vehicles shall be operated by employees with a valid license matching the class of vehicle being driven. Employees shall have the proper license based on state law to drive the assigned vehicle. No unauthorized personnel shall drive County-owned vehicles.
- 2.9 If Contractor approves in advance, employees may be required to operate a kayak, canoe, or bicycle.
- 2.10 Employees who work at Daytona Beach International Airport (DAB) shall obtain DAB-issued airport security identification (ID). All ID badge applicants shall submit to TSA Security Threat Assessment, a Criminal history records check (CHRC), and complete DAB-specific security badge training. Criminal convictions may not necessarily prohibit issuance of an ID badge; however, failure to disclose such conviction may prohibit issuance of an I.D. badge. DAB shall incur the charges for this check. These background screenings shall be performed by DAB.
- 2.11 Contractors working at DAB who commit a security violation, as determined by DAB or the Transportation Security Administration, may be assessed a civil to the employee or the Contractor per incident (which is currently up to \$18,000 per incident) and suspension or revocation of employee badge privileges. Any such civil penalty assessed shall be paid by the Contractor within the timeframe designated by the Transportation Security Administration.
- 2.12 DAB requests three to five (3 - 5) time clocks be provided which will interface in such a way that supervising managers may edit time sheets, if/when required.
- 2.13 **Personnel.** Personnel employed by the Contractor shall be competent, trustworthy, and properly trained. The Contractor's employees shall be required to comply with all applicable regulations of the County and full cooperation shall be required at all times.

2.14 Pre-employment Screenings and Background Checks

- A. **Overview.** All employees working at County facilities shall pass a basic Level 1 background check. Additional checks detailed in Exhibit A.1 may be requested, as required. The Contractor shall provide the required background checks. All employees working at Daytona Beach International Airport (DAB) shall be required to pass the Transportation Security Administration (TSA) background screening (performed and paid by DAB) in addition to the Level I background check. Any additional screening will be requested by the using departments. Results of requested background checks and testing shall be reported to the Project Manager or Division Representative prior to work.
- B. **Costs.** Costs of the pre-employment screenings and background checks are the responsibility of the Contractor. The County shall not be charged extra for these costs. All costs associated with pre-employment screenings and background checks shall be included as part of the pricing on Exhibit B – Hourly Rates.
- C. **Exhibit A.1 Required Background Checks.** All County of Volusia employees, interns and volunteers must submit to and successfully pass a background check prior to the start of employment. The type of checks required will be contingent on the position. Below is a list of the background checks conducted for the County by the Contractor.
1. Background Level I
    - a. Required for all positions, criminal history.
    - b. *Every employee shall have a Level I background check prior to beginning work with the County.*
    - c. NOTE: A Level I background check is not required if a Level II check has been requested.
  2. Background Level II (Fingerprinting)
    - a. Required for positions working with or around children, the elderly, or persons with disabilities.
    - b. The Contractor shall clarify which Level II background check is required when the Division Representative is requesting employees.
      - i. FDLE (VECHS) checks as required.
      - ii. DCF background checks for summer camp, summer food, after school care, or positions working with or around children, the elderly, or persons with disabilities as required.
      - iii. AHCA/ Department of Elder Affairs checks for Human Services positions as required.
    - c. *For job descriptions that require a Level II background check, every employee applying for that job requires a Level II background check prior to beginning work with the County.*
  3. Credit Check
    - a. Conducted with positions mainly in the Treasury & Billing Division or as requested by management.

23-P-83TF  
EXHIBIT A - SCOPE OF SERVICES



- b. *Every employee that requires a credit check shall pass the credit check search.*
- 4. Driver's License Check
  - a. Conducted with positions that require driving.
  - b. *EVERYONE driving a County vehicle must have a Driver's License Check.*
- 5. Exclusion Search
  - a. Required for all positions.
  - b. *Every employee shall pass the exclusion search.*
- 6. Google Search
  - a. Required for all positions.
  - b. *Every employee shall pass the google search.*
- 7. Drug Testing
  - a. Only if requested by County division representative.
  - b. Standard 10 panel drug urine test.
  - c. *Every employee that requires drug testing shall pass the drug test.*
- D. The Contractor shall require a valid State of Florida picture identification. The standard background check is a Level I background check through the Florida Department of Law Enforcement (FDLE) and an annual update for all personnel working at any Volusia County facility, except for DAB. The Project Manager or Division Representative will specify when other types of background checks are required at the time of the staffing request other than those specified on **Exhibit A.1, Required Background Checks**. Written confirmation the employee has passed the background check shall be provided by the Contractor to the Project Manager prior to an employee starting work at any County site(s). The Project Manager will inform the Division Representative or designee.

Florida Department of Law Enforcement  
Attn: Division of Criminal Justice Information System  
User Services Bureau  
Tallahassee, FL 32302  
850-488-1624

- 1. Staff that have not been assigned to the County for six (6) months shall be recertified prior to reassignment.
- 2. Contractor shall comply with Florida's Drug-Free Workplace and FDOT standards where appropriate. Contractor will be advised at time of staffing request of any required checks or testing. The County requires that the Contractor performs Level I criminal background checks for employees being sent to the County for positions. These services shall be available to all County divisions, as required. Reference Exhibit A.1.



23-P-83TF  
EXHIBIT A - SCOPE OF SERVICES



- d. Drug tests shall be performed in accordance with Exhibit A.2. Contractor's employees shall complete and pass the specified drug test, when requested, prior to beginning work.
  3. When the Project Manager or Division Representative determines that a background check outside the parameters of the Scope of Services is necessary, the Contractor shall be notified.
  4. The County reserves the right to conduct additional background checks as an additional validation of any prospective employee or present employee of the Contractor. This background check may include, but not be limited to the following: a Florida Department of Law Enforcement (FDLE), National Crime Information Center (NCIC), and/or Transportation Security Administration (TSA) background screening/check.
- 2.15 **Employee Roster.** The Contractor shall provide the Division Representative with an accurate roster of all personnel who will be performing work within the scope of this Agreement, prior to the employee starting work. Roster data shall be determined by Division Representative. Changes to the roster shall be reported, in writing, to the Division Representative within one (1) working day. Employees terminated by the Contractor shall be reported to the Division Representative the same day unless it is after hours. If termination occurs after hours, notification shall be required the next business morning to be acceptable. Contractor shall be responsible for immediately obtaining any facility access ID from any terminated employee. At DAB, Contractor shall notify supervisor immediately or notify airport control (available twenty-four (24) hours a day) if supervisor is not available. Contractor shall be responsible for paying a non-returned badge penalty for any Security Identification Display Area (SIDA) badges not returned by an employee within forty-eight (48) hours of termination of employment (currently the fee is one hundred (\$100) dollars per badge).
- 2.16 **Removal of Staff.** The County requires the Contractor to remove all Contractor personnel from County property, with the concurrence of the Human Resources Director or designees, who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment at a County facility is deemed to be contrary to the interest of the County. Failure to comply with this directive may prove to be a breach of contract by the Contractor and may result in termination of the Agreement. NOTE: The County's request, to remove any employee from this Agreement will, in no instance, be considered a request for the Contractor to terminate the designated individual from Contractor's employment. The sole intent is removal from providing services under this Agreement.
- 2.17 **Unauthorized Personnel.** Employees of the Contractor shall not be assisted nor accompanied by any individual who is not an employee of the Contractor while performing duties in County facilities. This includes, but is not limited to friends, children, and/or other relatives. Employees of the Contractor who violate this stipulation shall be deemed objectionable to the County and shall not be allowed to work in County facilities in accordance with Section 2.15, above.
- 2.18 **Identification.** The Contractor's work force shall be neat and clean in appearance. No unauthorized head gear (hats or outer wear) shall be permitted. The Contractor's employees are required to provide proper identification when requested by County or

23-P-83TF  
EXHIBIT A - SCOPE OF SERVICES



security personnel. Any employee that fails to comply with this requirement shall be required to leave County facilities immediately. Contractor shall provide ID badges, t-shirts with Contractor's name or logo, or some simple means of identifying personnel on sight as Contractor's employees. All personnel working at the Ocean Center shall be required to wear t-shirts with the Contractor's name or logo on it. Contractors providing labor to the Solid Waste Division shall ensure that employees have proper safety footwear, safety vests with Contractor's name imprinted on it, and rain gear. **Leased employees whose positions are required to wear steel-toed footwear will need to provide the footwear themselves.**

- 2.19 The Contractor shall report the arrest of any employee working under the terms of this Agreement to the Division Representative within twenty-four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the Human Resources Director or designee whether the employee shall be allowed to continue to work at County locations.
- 2.20 Any employee of the Contractor found to be incompetent in the performance of work under the Agreement, discourteous, under the influence of alcohol or any controlled substance, or otherwise objectionable (as determined by the Human Resources Director or designee) while on duty, shall be reported to the Contractor, who shall take immediate action to relieve that employee of required duties. This shall in no way decrease the level of service expected to be provided by the Contractor.
- 2.21 Contractor shall ensure that all County owned equipment issued to employees is returned promptly upon termination of employee, as applicable (rented uniform items, Cell phone, Identification, passwords, keys, etc.).

2.22 **Training**

- A. The Contractor is required to complete training PRIOR to providing services.
- B. The Contractor is accountable for knowing everything contained in the training.
- C. The Contractor's Project Manager and any backup personnel are required to attend the County provided virtual training. This training is **mandatory**.
- D. If the Contractor's Project Manager or any backup personnel are replaced, the Contractor must notify the County for the new Contractor's personnel to schedule and attend training.
- E. Failure of Contractor's Project Manager to attend training may result, at a minimum, in interruption of Services, such as no new positions being processed.
- F. Training documents will be provided to the Contractor by the County.

3.0 **CLASSIFICATION**

- 3.1 Temporary employment services are detailed on the website referenced in Section 1.1, County Job Descriptions. Note: Volusia County utilizes Microsoft Office 365 and associated products; therefore, any classification requiring computer skills requires

**23-P-83TF**  
**EXHIBIT A - SCOPE OF SERVICES**



proficiency in these software packages. The County reserves the right to hire any temporary or leased employee on a permanent basis without payment of a hiring fee or a liquidated damage fee.

- A. At the County's option, a Temporary Employee may be reclassified as a Leased Employee after completion of five hundred-twenty (520) hours of work with no penalty or fee to the County.
- B. At the County's option, a Temporary Employee may be hired by the County after completion of five hundred-twenty (520) hours of work with no penalty or fee to the County.
- C. Should the County recruit employees to be considered for leased employment, the County has the option for the employee to be reclassified or hired with no penalty or fee to the County after completion of one hundred-twenty (120) hours.

3.2 Leased Employees may or may not fall within the classifications listed on the website referenced in Section 1.1. The Division Representative will request a job description / classification prior to ordering the personnel if one does not currently exist. The County will provide the employee with the hourly rate the employee shall receive and the hours the employee shall work. Should the County continue to require currently leased employees at the end of an Agreement term, Contractor agrees to make every effort to assure current leased employees change to a newly awarded Contractor.

**4.0 CONTRACTOR'S QUALIFICATIONS**

4.1 The following qualifications shall be met by all Contractors; failure to maintain these qualifications shall constitute grounds for termination of the Agreement:

- A. Contractor(s) shall be responsible for all aspects of the registration process for all Contractor's employees; temporary and leased. Under no circumstances shall the County assume any part of this process. Upon mutual agreement between the County division and Contractor, space within a County facility may be provided for Contractor to register Leased Employees.
- B. Employees of Contractors shall be given contact information for their employer.
  - 1. Who to contact during business hours; and
  - 2. Who to contact after hours.
- C. County shall be provided the name, phone number, and e-mail address of the Contractor's Project Manager. Should there be a change of Project Managers during the resulting Contract, the County's Project Manager or designee shall be notified within twenty-four (24) hours. The County Project Manager shall disseminate the information to County divisions.
- D. Contractor(s) shall have a written Automobile Accident Policy and Workers' Compensation Policy detailing how to handle/report County vehicle accidents and medical emergencies relating to the Contractors' employees. Said policy shall include, but not be limited to:

1. Where to send the employee, countywide;
  2. How to transport;
  3. Whom to notify; and
  4. Said policy shall be provided to the County. Any updates to this policy shall be provided to the County.
- E. Contractors shall be actively engaged in this field for a period of no less than two (2) years prior to submission of response to this solicitation.
- F. Contractor(s) shall have adequate personnel, equipment, and the ability to perform prompt service and maintain regular business hours of 8 a.m. to 5 p.m., Monday through Friday. An after-hours contact shall be available for shifts that work between the hours of 5 p.m. and 8 a.m., as well as on weekends.
- G. Contractor(s) shall have the ability to process time sheets electronically via the internet or by email submittal.
- H. Contractor shall have the ability of providing reports formatted as illustrated in Exhibit A.4. Said reports shall be submitted to the County Project Manager monthly. Contractors failing to submit monthly reports in the specified format within the required time shall be fined \$25.00 per day that the report is late. Contractors that repeatedly submit late reports may be terminated for cause at the discretion of the County.

#### 4.2 Temporary Employment Service Qualifications

The qualifications referenced below refer to Contractor(s) who shall provide Temporary Employment Services:

- A. The County will specify a time for the Temporary Employee's arrival at the job location. Time shall start upon the Temporary Employee's arrival at the specified location.
- B. The Contractor(s) shall have the ability to provide the services in the timeframe requested. In no event shall the Contractor provide the services later than twenty-four (24) hours after the County's requested start of the services. If the Contractor does not respond within this timeframe, the County reserves the right to contact another vendor to fill the position.
- C. The Contractor(s) shall guarantee that any employee(s) provided for temporary employment services is qualified to fill the position specified and shall perform in an efficient, professional manner. If temporary personnel fail to perform in a satisfactory manner, the County will not be charged for said services. The time limit on the guarantee is two (2) days. The County reserves the right to terminate earlier if deemed necessary by the Division Representative or County Project Manager. The maximum non-payment charge will be two (2) working days for number of hours scheduled to work. The County shall be provided replacement

personnel within two (2) hours from notification that an employee is not performing satisfactorily. For those positions requiring specialized skill sets, the County will work with the Contractor for a reasonable amount of time to obtain replacement services. The County reserves the right to go to another Contractor for any requirement that cannot be filled by the original Contractor within a reasonable time frame or as the requirement warrants it.

- B. Contractor shall complete **Exhibit B - Hourly Rates**, which contains frequently used positions. Contractor is not required to supply all the positions listed. Contractor shall include a markup percentage to be charged for additional positions, which may be defined and/or added in the future. Contractor shall complete Exhibit B.1 - Additional Job Descriptions Hourly Rates, if applicable.
- C. Contractors that are currently providing temporary employees for job descriptions that are not listed in Exhibit B – Hourly Rates shall complete Exhibit B.1 - Additional Job Descriptions Hourly Rates. Contractor shall include the hourly rate paid to an employee and the markup percentage to be paid by the County. Exhibit B.1 is for informational use and will not be used for evaluation purposes but will be utilized in the event a contract is awarded.

#### 4.3 Employee Leasing Services Qualifications

The qualifications referenced below refer to Contractor(s) who are providing Employee Leasing Services.

- A. Agencies providing Leased Employees shall comply with the Florida Department of Business and Professional Regulation and shall be licensed accordingly. For more information visit the Florida Department of Business and Professional Regulation at:  
[http://myfloridalicense.custhelp.com/app/answers/detail/a\\_id/1200/related/1/session/L2F2LzEvdGltZS8xNTYxNDA1MjA2L3NpZC9ZSnk2RTVpbw%3D%3D](http://myfloridalicense.custhelp.com/app/answers/detail/a_id/1200/related/1/session/L2F2LzEvdGltZS8xNTYxNDA1MjA2L3NpZC9ZSnk2RTVpbw%3D%3D)
- 1. **Joint Ventures with a Florida Professional Employer Organization (PEO).** The Contractor shall remain employer of record. Therefore, Contractor's insurance policies shall be endorsed to provide coverage for all employees (leased or otherwise) provided to County in a contract between County and Contractor. Contractor shall be held one hundred percent (100%) liable for any acts of its employees or subcontractors. County will not adopt any employment relationship with subcontractors or employees provided by Contractor. Therefore, per County's Contract, Contractor shall be responsible for all Workers' Compensation and all liability claims arising out of any work performed under the Contract, regardless of the relationship between the Contractor or its subcontractors or its employees.
- 2. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture. Joint ventures shall provide a clear and descriptive organization outline or chart. In keeping with the submitted organizational chart, the joint venture Contractor must describe how the joint venture Contractor intends to manage this project, including internal personnel, and subcontractor personnel. All components of the joint

23-P-83TF  
EXHIBIT A - SCOPE OF SERVICES



- venture Contractor shall be identified, along with their project roles and responsibilities and their reporting accountability. Lines of authority and communication shall be clearly shown. The joint venture Contractor shall identify those persons within the joint venture Contractor's organization that held positions on each reference example cited and explain their involvement.
3. Contractors will be paid upon receipt of an invoice according to the terms of the Contract; within forty-five (45) days, with the exception of the three (3) Tourism Advertising Authorities; HAAA, SVAA, and WVTAA, which will be paid on the date of the payroll.
  4. The County will not pre-pay the leased employee payroll cost, prior to the leased employees being paid.
- B. Positions listed in Exhibit B and Exhibit B1 may also be requested as leased service positions. DAB, the Tourism Advertising Authorities, and the Marine Science Center have additional positions, which are listed in separate Exhibits. The County may also request additional positions. Job descriptions will be created for those additional positions prior to ordering personnel. The County will establish the hourly rate for those additional positions. Contractor shall provide the markup percentage only for Leased Employees.
- C. Contractors offering employee leasing shall provide the following information:
1. Employee leasing license;
  2. Time frame in which Contractor shall process a request to add an employee to their payroll;
  3. Contractor's website address that potential employees may use to register. If an online registration is not an option, Contractor shall process employee at the County location to which the Leased Employee is assigned or a local office within Volusia County.
  4. Confirmation shall be provided that arrangements shall be made for the convenience of potential employees to be employed by the Contractor anywhere within the County to meet quick turn-around requirements the County may have; and,
  5. Submit a schedule for processing timecards to the Division Representative to ensure employees are paid on time. Contractor shall note if an electronic process is available either via the internet or by email.
- D. The employee rate shall stay the same twenty-four (24) hours per day, seven (7) days per week. Overtime, hours worked in excess of forty (40) hours shall be charged to the County only when prior written authorization has been obtained by the Division Representative or County Project Manager. In no case will overtime be paid for less than forty (40) hours worked. Overtime shall be the same as under Fair Labor Standards Act (FLSA) at time and a half for hours worked over forty (40) in a pay week (seven (7) day period). The County does not pay for holidays, as

**23-P-83TF**  
**EXHIBIT A - SCOPE OF SERVICES**



such holidays do not contribute towards overtime pay. The County's holiday schedule for 2023 is attached as Exhibit A.3 for reference.

1. Time will be rounded to the nearest quarter hour. Example: 8:00 to 8:07 will be rounded to 8:00. And 8:08 to 8:15 will be rounded to 8:15. This is for the exception and is not the rule; abuse will be addressed.

**5.0 SAMPLES OF DIVISIONS UTILIZING EMPLOYEE LEASING**

**5.1 Daytona Beach International Airport (DAB)**

Job descriptions for DAB are listed on Exhibit A.6 and are all leased positions. DAB is open three hundred sixty-five (365) days a year and flexible schedules are required. Most positions require driving of County owned vehicles or equipment; some require driving public passengers.

**5.2 Tourism Advertising Authorities**

- A. The County has three advertising authorities that utilize employee leasing services. They are as follows:
  1. Halifax Area Advertising Authority ("HAAA");
  2. Southeast Volusia Advertising Authority ("SVAA"); and
  3. West Volusia Tourism Advertising Authority ("WVTAA")
- B. The job descriptions for these three authorities are listed as Exhibits A.9, a.10, and A.11. Current benefits for each of the three authorities are listed in Exhibit A.12.
- C. The Tourism Advertising Authorities are currently utilizing Time Clock Plus or similar program to collect employee's time on the job for processing a payroll. Some form of time collection shall continue to be required.

**5.3 Ocean Center**

This is a multiple facility campus consisting of the Ocean Center Parking Garage and the Ocean Center Complex. The parking facility uses all leased employees for maintenance.

**5.4 Elections**

The Supervisor of Elections department makes use of only leased employees. Needs change based on election years, however an emphasis is placed on the need for poll workers during elections. The in-house processing of applications is very important to this division.

**5.5 Information Technology**

- A. Information Technology (IT) currently uses the following leased personnel: IT Activity Managers, Software Engineers, and GIS Specialists, all of which are County job descriptions which may be found on the County's web site referenced

**23-P-83TF**  
**EXHIBIT A - SCOPE OF SERVICES**



above in Section 1.1, IT occasionally utilizes temporary personnel to fill the position of Communication Engineer.

- B. Working hours are generally 8:00 a.m. to 5:00 p.m., however twenty-four (24) hours per day and seven (7) days per week availability is required.



## EXHIBIT A.1 REQUIRED BACKGROUND CHECKS



- A. All County of Volusia employees, interns and volunteers must submit to and successfully pass a background check prior to the start of employment.
- B. The type of checks required will be contingent on the position.
- C. Noted below is a list of the background checks conducted for the County by the Contractor.
  1. Background Level I
    - a. Required for all positions, criminal history.
    - b. *Every employee shall have a Level I background check prior to beginning work with the County.*
    - c. NOTE: A Level I background check is not required if a Level II check has been requested.
  2. Background Level II (Fingerprinting)
    - a. Required for positions working with or around children, the elderly, or persons with disabilities.
    - b. *For job descriptions that require a Level II background check, every employee applying for that job requires a Level II background check prior to beginning work with the County.*
  3. Credit Check
    - a. Conducted with positions mainly in the Treasury & Billing Division or as requested by management.
    - b. *Every employee that requires a credit check shall pass the credit check search.*
  4. Driver's License Check
    - a. Conducted with positions that require driving.
    - b. *EVERYONE driving a County vehicle must have a Driver's License Check and shall pass the Driver's License Check.*
  5. Exclusion Search
    - a. Required for all positions.
    - b. *Every employee shall pass the exclusion search.*
  6. Google Search
    - a. Required for all positions.
    - b. *Every employee shall pass the google search.*

**23-P-83TF - Employee Leasing Temporary Services  
Exhibit A.2 - Drug Testing Requirements**

<b>Title Code</b>	<b>TITLE DESCRIPTION</b>	<b>DEPARTMENT NAME</b>	<b>Drug Test</b>
3915	BATTALION CHIEF	Fire Services	X
3907	FIRE INSPECTOR	Fire Services	X
3909	FIREFIGHTER	Fire Services	X
3910	FIRE LIEUTENANT	Fire Services	X
3920	FIRE DIVISION OFFICER	Fire Services	X
3937	DEPUTY FIRE CHIEF	Fire Services	X
3940	FIRE SERVICES DIR	Fire Services	X
3909	FIREFIGHTER	Fire Services	X
N/A	Volunteer FIREFIGHTER	Fire Services	X
N/A	Volunteer EMS	EVAC	X
3149	RESERVE OFF	Office Of The Sheriff	X
3150	DEPUTY II	Office Of The Sheriff	X
3155	SERGEANT	Office Of The Sheriff	X
3156	INTERNAL INVESTIGATOR I	Office Of The Sheriff	X
3160	LIEUTENANT	Office Of The Sheriff	X
3165	CAPTAIN	Office Of The Sheriff	X
3172	CHIEF DEPUTY/SO	Office Of The Sheriff	X
3908	FLIGHT PARAMEDIC	Office Of The Sheriff	X
3170	Division Chief	Office Of The Sheriff	X
3411	CORRECTIONS OFFICER TRAINEE	Corrections	X
3412	CORRECTIONS OFFICER	Corrections	X
3414	CORRECTIONS SERGEANT	Corrections	X
1030	Ray Manchester, Ativity Project Manager	Corrections	X
3415	SENIOR CORRECTIONS OFFICER	Corrections	X
3416	CORRECTIONS LIEUTENANT	Corrections	X
3417	CORRECTIONS CAPTAIN	Corrections	X
3418	CORRECTIONS WARDEN	Corrections	X
3441	CORRECTIONS ASSISTANT DIRECTOR	Corrections	X
3445	CORRECTIONS DIRECTOR	Corrections	X
3015	Captain	Beach Safety	X
3005	LIFEGUARD	Beach Safety	X
3010	BEACH SAFETY SPECIALIST	Beach Safety	X
3020	BEACH DEPUTY CHIEF	Beach Safety	X
3021	SENIOR LIFEGUARD	Beach Safety	X
3024	LIFEGUARD SUPERVISOR	Beach Safety	X
3030	BEACH SERVICES DIRECTOR	Beach Safety	X
4004	EMERGENCY MEDICAL TECHNICIAN	EVAC	X
4006	PARAMEDIC	EVAC	X
4008	SERGEANT PARAMEDIC	EVAC	X
4010	LIEUTENANT PARAMEDIC	EVAC	X
4014	CLINICAL SERVICES MANAGER	EVAC	X
4525	HELICOPTER PILOT	Mosquito Control	X
4530	AIRBORNE OPS/INSP SUPERVISOR	Mosquito Control	X
4109	AIRCRAFT MECHANIC	Mosquito Control	X
4520	AIRCRAFT MAINT SUPERVISOR	Office Of The Sheriff	X

**23-P-83TF - Employee Leasing Temporary Services  
Exhibit A.2 - Drug Testing Requirements**

<b>Title Code</b>	<b>TITLE DESCRIPTION</b>	<b>DEPARTMENT NAME</b>	<b>Drug Test</b>
4109	AIRCRAFT MECHANIC	Office Of The Sheriff	X
4525	HELICOPTER PILOT	Office Of The Sheriff	X
3054	ANIMAL CONTROL FIELD SUPERVISO	Animal Control Services	X
3055	ANIMAL CONTROL DIRECTOR	Animal Control Services	X
3057	VET ASSISTANT	Animal Control Services	X
3058	VETERINARIAN TECH	Animal Control Services	X
2270	EQUIPMENT OPERATOR III	Mosquito Control	X
2300	SUPERVISOR III	Mosquito Control	X
2096	TRADES WORKER II	Solid Waste	X
2241	MAINT WORKER III	Solid Waste	X
2265	EQUIPMENT OPERATOR II	Solid Waste	X
2270	EQUIPMENT OPERATOR III	Solid Waste	X
2300	SUPERVISOR III	Solid Waste	X
2260	EQUIPMENT OPERATOR I	Daytona Bch Internal Airport	X
2265	EQUIPMENT OPERATOR II	Daytona Bch Internal Airport	X
2300	SUPERVISOR III	Daytona Bch Internal Airport	X
2003	TRAFFIC MAINTENANCE TECHNICIAN I	Road And Bridge	X
2008	TRAFFIC MAINTENANCE TECHNICIAN II	Road And Bridge	X
2006	TRAFFIC MAINTENANCE TECHNICIAN TRAINEE	Road And Bridge	X
2095	TRADES WORKER I	Road And Bridge	X
2096	TRADES WORKER II	Road And Bridge	x
2097	TRADES WORKER III	Road And Bridge	X
2260	EQUIPMENT OPERATOR I	Road And Bridge	X
2265	EQUIPMENT OPERATOR II	Road And Bridge	X
2270	EQUIPMENT OPERATOR III	Road And Bridge	X
2295	SUPERVISOR II	Road And Bridge	X
2297	TRADES WORKER SUPERVISOR	Road And Bridge	X
2300	SUPERVISOR III	Road And Bridge	X
2096	TRADES WORKER II	Storm water	X
2097	TRADES WORKER III	Storm water	X
2260	EQUIPMENT OPERATOR I	Storm water	X
2265	EQUIPMENT OPERATOR II	Storm water	X
2270	EQUIPMENT OPERATOR III	Storm water	X
2295	SUPERVISOR II	Storm water	X
2300	SUPERVISOR III	Storm water	X
4509	CHEMICAL SPRAY TECHNICIAN	Storm water	X
2295	SUPERVISOR II	Parks, Recreation And Culture	X
2297	TRADES WORKER SUPERVISOR	Parks, Recreation And Culture	X
2300	SUPERVISOR III	Parks, Recreation And Culture	X
2305	SUPERVISOR IV	Parks, Recreation And Culture	X
3530	LAND MANAGEMENT TECHNICIAN	Parks, Recreation And Culture	X
2305	SUPERVISOR IV	Fleet	X
2420	MASTER MECHANIC I	Fleet	X
2421	MASTER MECHANIC II	Fleet	X
2422	MASTER MECHANIC III	Fleet	X

**23-P-83TF - Employee Leasing Temporary Services  
Exhibit A.2 - Drug Testing Requirements**

Title Code	TITLE DESCRIPTION	DEPARTMENT NAME	Drug Test
2425	MASTER MECHANIC IV	Fleet	X
2260	EQUIPMENT OPERATOR I	Water Resources & Utilities	X
2096	TRADES WORKER II	Water Resources & Utilities	X
2097	TRADES WORKER III	Water Resources & Utilities	X
2297	TRADES WORKER SUPERVISOR	Water Resources & Utilities	X
3530	LAND MANAGEMENT TECHNICIAN	Environmental Management	X
2010	TRAFFIC SIGNAL TECHNICIAN	Traffic Engineering	X
4117	Airport Operations Agent	Daytona Bch Internatl Airport	X
2305	Airport Operations Supervisor	Daytona Bch Internatl Airport	X
4117	Airport Operations Agents	Daytona Bch Internatl Airport	X
1030	Director of Airport Operations (Activity Project Mgr)	Daytona Bch Internatl Airport	X
3142	EVIDENCE TECHNICIAN	Beach Safety	X
2903	REC AIDS	Parks, Recreation And Culture	X
1102	SUMMER FOOD WORKS - Special Worker	Community Services	X
2903	REC AIDS	Environmental Management	X
3938	DEPUTY DIRECTOR	Public Protection Svc Center	X
2250	BRIDGETENDER	Road And Bridge	X
3421	CORR ADMIN SERVICE MANAGER	Corrections	X
3422	CORR BOOKING/RECORDS CLERK	Corrections	X
3432	CORRECTIONS REC SUPERVISOR	Corrections	X
3433	SR CORRECTIONS COUNSELOR	Corrections	X
3434	CORR CASE MGMT COUNSELOR	Corrections	X
3440	CORR CASE MGMT COORDINATOR	Corrections	X
2715	SOCIAL WORKER	Office Of The Sheriff	X
3111	COMMUNICATIONS AIDE	Office Of The Sheriff	X
3110	TELECOMMUNICATOR CALL TAKER	Office Of The Sheriff	X
3109	TELECOMMUNICATOR I	Office Of The Sheriff	X
3113	TELECOMMUNICATOR II	Office Of The Sheriff	X
3112	TELECOMMUNICATOR TRAINER	Office Of The Sheriff	X
1115	OAIII TELECOMMUNICATOR AID	Office Of The Sheriff	X
3127	TELECOMMUNICATOR SUPERVISOR	Office Of The Sheriff	X
3128	TELECOMMUNICATIONS COORDINATOR	Office Of The Sheriff	X
3129	SO EMERGENCY DISPATCH COORD	Office Of The Sheriff	X
3130	SHERIFF OFFICE PROGRAM MANAGER	Office Of The Sheriff	X
3070	SHERIFF OFFICE Communication MANAGER	Office Of The Sheriff	X
3135	AFIS OPERATIONS MANAGER	Office Of The Sheriff	X
3140	FINGERPRINT TECHNICIAN	Office Of The Sheriff	X
3141	CRIME ANALYST	Office Of The Sheriff	X
3142	EVIDENCE TECHNICIAN	Office Of The Sheriff	X
3145	CIVIL PROCESS SERVER	Office Of The Sheriff	X
N/A	Clan Labs Team	Office Of The Sheriff	X
N/A	Bomb Squad Team	Office Of The Sheriff	X
N/A	Swat Team	Office Of The Sheriff	X
N/A	FBI Training	Office Of The Sheriff	X



## **EXHIBIT A.3**

### **Holiday Observances (Most County Offices Closed)**

- (1) January 1, New Year's Day.
- (2) Third Monday in January, Birthday of Martin Luther King, Jr.
- (3) March or April, Good Friday.
- (4) Last Monday in May, Memorial Day.
- (5) July 4, Independence Day.
- (6) First Monday in September, Labor Day.
- (7) November 11, Veterans Day.
- (8) Fourth Thursday in November, Thanksgiving Day.
- (9) Friday following Thanksgiving Day.
- (10) December 25, Christmas Day.



## Exhibit A.5

### Overview of Potential Requirements

#### 1.0 Brief View of the Variety of Positions Required

Below are examples of current County needs. This is just a sample, not a complete list, and in no way represents a guarantee of future requirements.

##### A. Solid Waste

Primarily uses temporary labor under the job description of maintenance workers, landfill attendants, and drivers. Employees shall have work boots, gloves, safety vests and rain gear, which will not be provided by the County. The drivers required shall have a CDL Class A license and will operate fifty-three foot (53') semi-tractor trailers to haul Class I waste (garbage), and Class III waste (construction / demolition debris). Employees shall be very safety conscious. Number of employees needed on a daily basis varies from six (6) to twenty (20) employees. The landfill and transfer station are only closed Thanksgiving, Christmas, and New Year's Day and during hurricanes.

##### B. Road and Bridge

Primarily uses day laborers to work within the right-of-way on tree crews, mowing crews, drainage crews, paving crews, etc. Employees must be alert, responsible, dependable, and safety conscientious at all times. Road and Bridge uses an average of twenty (20) laborers on a daily basis. Employees shall be able to lift seventy-five (75) lbs.

##### C. Ocean Center (OC)

This is a multiple facility campus consisting of the Ocean Center Parking Garage and the Ocean Center Complex.

The parking facility uses some leased employees for maintenance.

Ocean Center Operations has ten (10) to twenty (20) employees for venue turnover with very close supervision. Flexible availability twenty-four (24) hours per day, seven (7) days per week with nighttime work required. Staffing fluctuates greatly depending on events.

Duties include, but are not limited to:

- \*Monitoring restrooms during events
- \*Cleaning and maintaining the building
- \*Assisting with the setups and teardowns of various events

Ocean Center requires proper attire. T-shirts that identify the staffing company, black pants, and closed-toe shoes.

Ocean Center will provide workers with proper Personal Protective Equipment (PPE).

**D. Coastal**

Primarily outdoor, grounds, parks, and landscape maintenance work. Employees shall be very safety conscious. May be required to drive county vehicles and clean public restrooms.

May be required to pick up trash and empty trash cans throughout the day. May operate light equipment (e.g. blowers, sweepers, weed eaters, edgers, pressure washers, etc.) and basic hand/power tools (circular saw, drills, etc). May function as beach parking attendant, beach traffic control attendant, or flagman. Weekend and holiday work, extended hours sunrise to sunset in high pedestrian and vehicular traffic coastal locations shall be required. Work locations may vary per shift.

**E. Growth and Resource Management**

GRM currently requires temporary staff in every division within the department. Required skills depend on the specific area of assignment but include basic computer skills, good phone etiquette, ability to follow instructions and/or scan records, and, in some cases, working with animals. Excellent customer service is always required.

**F. Water Resources and Utilities**

Day laborers shall be able to lift fifty (50) pounds and may work on digging crews or general maintenance to include the use of small hand tools when working under the supervision of the County's trades workers on different types of projects.



# Airport Administration Office Assistant

Pay Range: \$15.00/hr - \$18.00/hr

**NOTE: THIS IS A CONTRACTED POSITION, LOCATED AT THE DAYTONA BEACH INTERNATIONAL AIRPORT. THE SELECTED CANDIDATE(S) WILL BE EMPLOYED THROUGH A THIRD PARTY VENDOR AND INELIGIBLE FOR COUNTY OFFERED BENEFITS.**

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## **Pre-Employment Requirements**

Selected candidates will need to complete an application for employment, Airport ID application, submit fingerprints and driver's license for a full Criminal History Records Check (CHRC) and driver's license validation. Applicants must successfully pass a drug test and all other background checks. The application and screening process may take between one (1) and three (3) weeks to complete pending the results of background checks and screening.

## **Major Functions**

The Airport Administration Assistant provides administrative and general clerical support to the Airport Administration Team. The Administration Assistant may be responsible assisting with special projects. Note: Staff work a variety of administrative duties.

## **Illustrative Duties**

(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them.)

- Initiates purchase orders
- Processes invoices for payment
- Emails correspondence
- Schedules meetings
- Organizes and maintains files
- Research special projects
- Develops procedures and work instructions
- May be asked to train newly hired Administration Office Assistants in daily tasks
- Maintains regular and punctual attendance.
- Performs other duties as assigned by supervisor.

### **Minimum Requirements**

- Must be at least 18 years of age or older, eligible to work in the United States, and possess a high school diploma or equivalent.
- Must pass a criminal history record check and security threat assessment.
- Must pass a drug screening.
- Must possess and maintain a valid Florida driver's license during employment.
- Must have a minimum of six (6) months experience working as an office assistant in a professional office environment.
- Must have intermediate experience using Microsoft Office (Word and Excel)

***Having met the minimum qualifications, the preferred candidate will have*** An Associate's degree with an emphasis in finance, accounting, business administration or the equivalent.

- A minimum of two (2) years' experience working in a professional office environment.
- Intermediate/advanced experience using Microsoft Office (Word, Excel, PowerPoint and Access).

A combination of education and work experience may be substituted for the preferred candidate qualifications.

### **Licenses and Certifications Required**

- Ability to obtain and maintain a Security Identification Display Area (SIDA) Badge.

### **Knowledge, Skills and Abilities**

- Must have good communication and writing skills
- Skilled in prioritizing and multitasking.
- Able to discern work priorities and practice good time management.
- Skilled in using computers, faxes, office equipment and related software (MS Office).
- Skilled in planning and organizing.
- Able to provide quality customer service for internal and external customers.
- Able to work with frequent interruptions and changes in priorities.
- Able to operate a multi-line telephone system.
- Able to use base station and hand held radio communication devices
- Able to understand all aspects and take ownership of assigned tasks.

### **Equipment Utilized**

- Office Telephone

- Office Equipment: Desktop Computer; Copier (copy/scan/print); binding machine.
- Radio base station, transmitter and receiver
- Hand-held radio communication devices.

**ADA Requirements**

**Physical Demands:** Ability to talk and hear. Able to lift and carry, push, pull, up to 15 pounds; stand, walk, climb, reach, handle, finger dexterity.

**Environmental Demands:** Extended periods of inside work and occasional outside work.

**Mental Demands:** Ability to read and comprehend reports, safety instructions, memos, and letters. Ability to understand instructions, directions, procedures, memos and reports. Ability to perform basic math and arithmetic. Ability to understand and speak clearly and concisely in English to relay information to other employees and the public. Ability to identify and resolve problems. Ability to analyze data and develop conclusions.

# Airport Administration Office Specialist

Pay Range: \$25.00/hr - \$33.00/hr

**NOTE: THIS IS A CONTRACTED POSITION, LOCATED AT THE DAYTONA BEACH INTERNATIONAL AIRPORT. THE SELECTED CANDIDATE(S) WILL BE EMPLOYED THROUGH A THIRD PARTY VENDOR AND INELIGIBLE FOR COUNTY OFFERED BENEFITS.**

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## Pre-Employment Requirements

Selected candidates will need to complete an application for employment, Airport ID application, submit fingerprints and driver's license for a full Criminal History Records Check (CHRC) and driver's license validation. Applicants must successfully pass a drug test and all other background checks. The application and screening process may take between one (1) and three (3) weeks to complete pending the results of background checks and screening.

## Major Functions

The Airport Administration Office Specialist assists with special projects that require an expert level of knowledge or experience in a wide array of topics unique to the aviation and airport industry.

NOTE: Position requires the ability to work nights, weekends, holidays and before, during and after severe weather conditions.

## Illustrative Duties

(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them.)

- Administrative Duties including researching various topics, reporting findings to responsible manager of findings.
- May review, modify, and recommend changes to existing programs to remain in compliance with FAA and FDOT regulations.
- Emails correspondence
- Schedules meetings
- Organizes and maintains files
- Able to work flexible shifts during irregular operations, and an on-need basis.
- Performs other duties as assigned

## Minimum Requirements

- Must be at least 18 years of age or older, eligible to work in the United States, and possess a high school diploma or equivalent.
- Must pass a criminal history record check and security threat assessment.
- Must pass a drug screening.
- Must possess and maintain a valid Florida driver's license during employment.
- Must have a Bachelor's degree in Business Administration, Aviation Management or related field and five (5) years experience within the aviation industry, including at least

three years in work in: Airport Management; Aviation Consultant experience; Executive Level Corporate experience; considered to have a mastery of knowledge or experience in the field desired for the specific assignment; or a combination of these.

A combination of education and work experience may be substituted for the minimum requirements.

### **Licenses and Certifications Required**

- Ability to obtain and maintain a Security Identification Display Area (SIDA) Badge

### **Knowledge, Skills & Abilities**

- Knowledge of FAA and FDOT regulations, policies and procedures regarding Airports.
- Knowledge of research techniques.
- Able to analyze data.
- Skilled in preparing and presenting reports to Airport management for decision making.
- Ability to exercise judgment and discretion in establishing, applying, and interpreting airport needs.
- Ability to organize work.
- Ability to work independently without supervision.
- Ability to express ideas clearly and concisely, orally and in writing, to groups and to individuals.
- Able to discern work priorities and practice good time management.
- Skilled in using computers, faxes, office equipment and related software (MS Office).
- Skilled in planning and organizing.
- Able to provide quality customer service for internal and external customers.

### **ADA Requirements**

**Physical Demands:** Ability to see, hear, talk. Able to lift and carry, push, pull, up to 15 pounds; stand, walk, climb, reach, handle, finger dexterity.

**Environmental Demands:** Inside and outside work required.

**Mental Demands:** Ability to read and comprehend professional manuals, legal documents, ordinances, statutes; instructions, reports, abstracts, financial reports, letters, and summaries. Ability to write reports evaluations, summaries, letters, financial reports, procedures, and policies. Possibly ability to perform advanced mathematical functions, to speak publicly and extemporaneously. Conversant in policies, techniques and procedures of discipline. Ability to analyze data and develop conclusions. Ability to identify and resolve problems.

# Airport Landscape Equipment Operator (Airfield)

Pay Range: \$15.00/hr - \$18.00/hr

**NOTE: THIS IS A CONTRACTED POSITION, LOCATED AT THE DAYTONA BEACH INTERNATIONAL AIRPORT. THE SELECTED CANDIDATE(S) WILL BE EMPLOYED THROUGH A THIRD PARTY VENDOR AND INELIGIBLE FOR COUNTY OFFERED BENEFITS.**

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## **Pre-Employment Requirements**

Selected candidates will need to complete an application for employment, Airport ID application, submit fingerprints and driver's license for a full Criminal History Records Check (CHRC) and driving license validation. Applicants must successfully pass a drug test and all other background checks. The application and screening process may take between one (1) and three (3) weeks to complete pending the results of background checks and screening.

## **Major Functions**

The Airport Airfield Equipment Operator operates heavy equipment utilized in the maintenance and repair of various aspects of the airfield including compensatory storage areas.

NOTE: Position requires the ability to work nights, weekends, holidays and before, during and after severe weather conditions.

## **Illustrative Duties**

(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them.)

- DAB ACVO trained to drive on airfield.
- Performs tasks of as follows:
  - Clears brush from roadside;
  - Removes refuse and paper from grounds;
  - Cut, pulls weeds, edges, trims, and blows off lawn and bushes;
  - Performs scheduled housekeeping duties throughout the facility and area grounds;
  - Keeps restroom and locker room supplied with necessary papers, soaps, and towels;
  - Washes and cleans vehicles and equipment as required;
  - Can use back-pack sprayer and small 40 gal. sprayer with pre-mixed chemical;
  - Operates mid-level equipment;
  - Performs daily safety inspections of assigned equipment;
  - Performs routine service and maintenance of equipment;

Uses chain saw for clearing and maintenance;  
Sets flags, road signage, traffic cones, and barricades;  
Loads and unloads heavy material from trucks;  
Performs minor repairs under close supervision;  
And performs other duties as required.

- Operates large airfield mowing tractors with large mowing attachments.
- Performs daily safety inspections of assigned equipment prior to and after use.
- Performs routine service and maintenance.
- Participates generally in the laboring work of the crew as workload demands.
- Maintains airfield in accordance with Federal Aviation Administration (FAA) safety regulations (i.e. reduce wildlife attraction, control erosion, minimize ponding, rutting, etc.)
- Must be able to follow directions in order to move safely around the runway and taxiways.
- Must be situationally aware of surroundings in order to avoid incursions on airfield.
- Performs other duties as assigned by Supervisor.
- May operate motor vehicles to include towing of trailers.
- May operate a motor vehicle to include transporting employees and/or general public; (maximum of ten people) and will not include driving a bus or any vehicle that requires a CDL.

#### **Equipment Utilized**

- Gravely walk behind mower
- Exmark push mower
- Weed eaters
- Edgers
- Trimmers
- Blowers
- Kubota Zero Radius mower
- Gravely Zero Radius mower
- John Deere zero radius mower
- Kubota RTV with 40 gal. sprayer
- John Deere Large Tractor with 15' bat wing mower
- Kubota F Series small tractor
- Kubota Large Tractors with Bush Hog mowing deck
- Airfield Radio for communication with FAA tower

#### **Minimum Qualifications**

- Be at least 18 years of age or older, eligible to work in the United States, possess a high school diploma or equivalent.
- Pass a criminal history record check and security threat assessment.
- Pass a drug screening.
- Must possess and maintain a valid Florida driver's license during employment.
- Knowledge of Airport Rules & Regulations as per Part 139.
- 2 years experience of Airport Airfield Operations.

#### **Licenses and Certifications Required**

- Must obtain Airport Perimeter Service Road/Non-Movement Area driver certification/endorsement within ten (10) days of initial performance of duties.
- Obtain Airport Airfield Ground Vehicle Operator driver certification / endorsement within (6) months of initial performance of duties.
- Ability to obtain and maintain a Security Identification Display Area (SIDA) Badge.

### **Knowledge, Skills, and Abilities**

- Knowledge of operating and repair characteristics of all equipment utilized in job.
- Knowledge of the occupational hazards and necessary safety precautions in the operation of equipment utilized in job.
- Knowledge of traffic laws and other regulations governing the operation of equipment.
- Knowledge of Federal Aviation Administration safety regulations in the airfield.
- Ability to service various types of equipment.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate and interact effectively with supervisor and other staff.
- Ability to communicate on a two way radio to the FAA tower.
- Ability to work under stressful conditions.
- Able to understand all aspects and take ownership of assigned tasks.

### **ADA Requirements**

**Physical Demands:** Heavy work. Visual acuity (peripheral vision, depth perception, color acuity) necessary to operate motorized and special use vehicles. Able to lift and carry, push, pull, up to 50 pounds; stand, walk, climb, reach, handle, finger dexterity.

**Environmental Demands:** Extended periods of inside and outside work. Ability to tolerate extended periods in inclement weather including high heat and humidity, wind, rain and cold. May be exposed to chemicals, insects, odors, dust, fumes, noise, and vibration.

**Mental Demands:** Ability to read and comprehend operational and safety instructions, procedure, rules, policies, warnings, and memos. Ability to write simple sentences relaying information, data, and details. Ability to perform basic math and arithmetic. Ability to understand and speak clearly and concisely to relay information to other workers and laymen. Ability to identify and resolve problems. Ability to analyze data and develop conclusions.



# Airport Landscape Maintenance Worker Lead

Pay Range: \$17.00/hr - \$20.00/hr

**NOTE: THIS IS A CONTRACTED POSITION, LOCATED AT THE DAYTONA BEACH INTERNATIONAL AIRPORT. THE SELECTED CANDIDATE(S) WILL BE EMPLOYED THROUGH A THIRD PARTY VENDOR AND INELIGIBLE FOR COUNTY OFFERED BENEFITS.**

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## Pre-Employment Requirements

Selected candidates will need to complete an application for employment, Airport ID application, submit fingerprints and driver's license for a full Criminal History Records Check (CHRC) and driving license validation. Applicants must successfully pass a drug test and all other background checks. The application and screening process may take between one (1) and three (3) weeks to complete pending the results of background checks and screening.

## Major Functions

The Airport Landscape Lead will operator a midsize mowers, Dump truck, trailers, or similar basic truck or single chassis automotive equipment, frequently with mechanical attachments and supervise a small crew of Landscape workers.

NOTE: Position requires the ability to work nights, weekends, holidays and before, during and after severe weather conditions.

## Illustrative Duties

(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them.)

- Performs tasks of Landscape Maintenance Worker as follows:
  - Clears brush from roadside;
  - Removes refuse and paper from grounds;
  - Cut, pulls weeds, edges, trims, and blows off lawn and bushes;
  - Performs scheduled housekeeping duties throughout the facility and area grounds;
  - Keeps restroom and locker room supplied with necessary papers, soaps, and towels;
  - And washes and cleans vehicles and equipment as required.
- Performs tasks of Landscape Equipment Operator as follows:
  - Can use back-pack sprayer and small 40 gal. sprayer with pre-mixed chemical;
  - Operates mid-level equipment;
  - Performs daily safety inspections of assigned equipment;
  - Performs routine service and maintenance of equipment;
  - Uses chain saw for clearing and maintenance;
  - Sets flags, road signage, traffic cones, and barricades;
  - Loads and unloads heavy material from trucks;
  - Performs minor repairs under close supervision;

And participates generally in the laboring work of the crew as workload demands.

- Supervises the DAB Landside Lawn maintenance Crew under direct guidance of DAB County Grounds Maintenance Supervisor.
- Records and maintains daily equipment log.
- Instructs and helps train subordinates in assigned functions.
- Acts as a crew leader in the repair and maintenance of the DAB Landside grounds.
- Mixes chemicals (Herbicides) for application.
- Performs other duties as required.
- May operate motor vehicles to include towing of trailers.
- May operate a motor vehicle to include transporting employees.

### **Equipment Utilized**

- Gravely walk behind mower
- Exmark push mower
- Weed eaters
- Edgers
- Trimmers
- Blowers
- and Pickup trucks with trailers
- Kubota Zero Radius mower
- Gravely Zero Radius mower
- John Deere zero radius mower
- Kubota RTV with 40 gal. sprayer
- Kubota F Series small tractor

### **Minimum Qualifications**

- Be at least 18 years of age or older, eligible to work in the United States, possess a high school diploma or equivalent.
- Pass a criminal history record check and security threat assessment.
- Pass a drug/alcohol screening.
- Must possess and maintain a valid Florida driver's license during employment.

### **Licenses and Certifications Required**

- Ability to obtain and maintain a Security Identification Display Area (SIDA) Badge.

### **Knowledge, Skills, and Abilities**

- Knowledge of operating and repair characteristics of all equipment utilized in job.
- Knowledge of the occupational hazards and necessary safety precautions in the operation of equipment utilized in job.
- Knowledge of traffic laws and other regulations governing the operation of equipment.
- Knowledge of Federal Aviation Administration safety regulations in the airfield.
- Ability to service various types of equipment.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate and interact effectively with supervisor and other staff.
- Ability to work under stressful conditions.
- Able to understand all aspects and take ownership of assigned tasks.

### **ADA Requirements**

**Physical Demands:** Heavy work. Visual acuity (peripheral vision, depth perception, color acuity) necessary to operate motorized and special use vehicles. Able to lift and carry, push, pull, up to 50 pounds; stand, walk, climb, reach, handle, finger dexterity.

**Environmental Demands:** Extended periods of inside and outside work. Ability to tolerate extended periods in inclement weather including high heat and humidity, wind, rain and cold. May be exposed to chemicals, insects, odors, dust, fumes, noise, and vibration.

**Mental Demands:** Ability to read and comprehend operational and safety instructions, procedure, rules, policies, warnings, and memos. Ability to write simple sentences relaying information, data, and details. Ability to perform basic math and arithmetic. Ability to understand and speak clearly and concisely to relay information to other workers and laymen. Ability to identify and resolve problems. Ability to analyze data and develop conclusions.

# Airport Landscape Maintenance Worker

Pay Range: \$15.00/hr - \$18.00/hr

**NOTE: THIS IS A CONTRACTED POSITION, LOCATED AT THE DAYTONA BEACH INTERNATIONAL AIRPORT. THE SELECTED CANDIDATE(S) WILL BE EMPLOYED THROUGH A THIRD PARTY VENDOR AND INELIGIBLE FOR COUNTY OFFERED BENEFITS.**

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## **Pre-Employment Requirements**

Selected candidates will need to complete an application for employment, Airport ID application, submit fingerprints and driver's license for a full Criminal History Records Check (CHRC) and driving license validation. Applicants must successfully pass a drug test and all other background checks. The application and screening process may take between one (1) and three (3) weeks to complete pending the results of background checks and screening.

## **Major Functions**

The Airport Landscape Maintenance Worker performs light and heavy manual laboring tasks in a wide variety of landscape and maintenance work.

NOTE: Position requires the ability to work nights, weekends, holidays and before, during and after severe weather conditions.

## **Illustrative Duties**

(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them.)

- Clears brush from roadside.
- Removes refuse and paper from grounds.
- Cuts, pulls weeds, edges, trims, and blows off lawn and bushes.
- Performs scheduled housekeeping duties throughout the facility and area grounds.
- Keeps restroom and locker room supplied with necessary papers, soaps, and towels.
- Washes and cleans vehicles and equipment as required.
- Performs daily safety inspections of assigned equipment prior to and after use.
- Performs routine service and maintenance.
- Participates generally in the laboring work of the crew as workload demands.
- Performs other duties as required.
- May operate motor vehicles to include towing of trailers.
- May operate a motor vehicle to include transporting employees.

### **Equipment Utilized**

- Gravely walk behind mower
- Exmark push mower
- Weed eaters
- Edgers
- Trimmers
- Blowers

### **Minimum Qualifications**

- Be at least 18 years of age or older, eligible to work in the United States, possess an eighth (8<sup>th</sup>) Grade Education.
- Pass a criminal history record check and security threat assessment.
- Pass a drug/alcohol screening.
- Must possess and maintain a valid Florida driver's license during employment.

### **Licenses and Certifications Required**

- Ability to obtain and maintain a Security Identification Display Area (SIDA) Badge.

### **Knowledge, Skills, and Abilities**

- Knowledge of operating and repair characteristics of all equipment utilized in job.
- Knowledge of the occupational hazards and necessary safety precautions in the operation of equipment utilized in job.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate and interact effectively with supervisor and other staff.
- Ability to work under stressful conditions.
- Able to understand all aspects and take ownership of assigned tasks.

### **ADA Requirements**

**Physical Demands:** Visual acuity (peripheral vision, depth perception, color acuity) necessary to operate motorized and special use vehicles. Able to lift and carry, push, pull, up to 50 pounds; stand, walk, climb, reach, handle, finger dexterity.

**Environmental Demands:** Extended periods of inside and outside work. Ability to tolerate extended periods in inclement weather including high heat and humidity, wind, rain and cold. May be exposed to chemicals, insects, odors, dust, fumes, noise, and vibration.

**Mental Demands:** Ability to read and comprehend operational and safety instructions, procedure, rules, policies, warnings, and memos. Ability to write simple sentences relaying information, data, and details. Ability to perform basic math and arithmetic. Ability to understand and speak clearly and concisely to relay information to other workers and laymen. Ability to identify and resolve problems. Ability to analyze data and develop conclusions.

## Airport Operations / Security Assistant

**Pay Range: \$15.00/hr. - 18.00/hr.**

**NOTE: THIS IS A CONTRACTED POSITION, LOCATED AT THE DAYTONA BEACH INTERNATIONAL AIRPORT. THE SELECTED CANDIDATE(S) WILL BE EMPLOYED THROUGH A THIRD PARTY VENDOR AND INELIGIBLE FOR COUNTY OFFERED BENEFITS.**

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### **Pre-Employment Requirements**

Selected candidates will need to complete an application for employment, Airport ID application, submit fingerprints and driver's license for a full Criminal History Records Check (CHRC) and driver's license validation. Applicants must successfully pass a drug test and all other background checks. The application and screening process may take between one (1) and three (3) weeks to complete pending the results of background checks and screening.

### **Major Functions**

The Airport Operations / Security Assistant assists with monitoring Airport compliance with Federal Aviation Regulations (FAR) and Transportation Security Administration (TSA) requirements to ensure safety and efficient operations.

NOTE: Position requires the ability to work nights, weekends, holidays and before, during and after severe weather conditions.

### **Illustrative Duties**

(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them.)

- Assist with updating documents, manuals and records.
- Assists with event set up and tear down.
- Assists with the opening and closing of airfields to include setting barricades, airfield lighted Xs, sandbags, flags and lights.
- Assists with maintaining airfield surface markings to include pressure washing, removal or grinding of old markings and application of new markings.
- Assists Airport Security with monitoring non-badge workers while inside the Air Operations Area (AOA).
- Assists with the routine inspection and maintenance of Airport Operations vehicles and equipment.

- Documents and maintains daily logs and records of work performed and materials used.
- Monitors terminal and airside construction projects, events, and security.
- May be required to travel out of county for training purposes.
- May operate motor vehicles to include towing of trailers.
- May operate a motor vehicle to include transporting employees
- Performs other department duties as assigned.

### **Equipment Utilized**

- Small lawn tractor
- 10 passenger van
- Various model passenger vehicles (pick-up, sedans, mini-vans, SUVs)
- ATVs and utility vehicles
- Enclosed 25' paint trailer
- 10" pavement grinder
- 4'000 psi pressure washer
- Tow behind jet blower
- Tow behind foreign object debris (FOD) sweeper
- Lawn weed trimmer
- Golf carts
- 20' flatbed trailers
- Airhorns/bullhorns
- Low profile barricades
- Light propane gas cannons
- Handheld power tools (drills)
- Handheld tools (hammers, screwdrivers, pliers, wrenches, shovels, rakes, etc.)
- Portable generators
- Portable air compressor
- Backpack blowers
- Portable light carts and lighted runway signs
- Office equipment (printer, fax, copier, computer, telephone, etc.)
- Portable laser light
- Thermal camera
- Handheld fire extinguisher
- Tilt and roll 125 lb. fire extinguisher
- Aircraft luggage belt loader
- Aircraft tug
- Aircraft push-back tractor
- Portable aircraft ground power unit
- Portable aircraft conditioned air unit
- Aircraft luggage cart
- Aircraft air-start

- Portable handheld radios
- Base station radios
- Aircraft tow bars
- Aircraft portable stairs (powered & unpowered)
- Highway/airfield painting machine
- Line driver
- Aircraft lavatory cart

### **Minimum Requirements**

- Must be at least 18 years of age or older, eligible to work in the United States, and possess a high school diploma or equivalent.
- Must pass a Criminal History Record Check (CHRC) and security threat assessment.
- Must pass a drug/alcohol screening.
- Must possess and maintain a valid Florida driver's license during employment.
- Must be able to operate and communicate clearly in English on airfield and portable radios.
- Must be able to operate a motor vehicle in all driving conditions without restriction.

### ***Having met the minimum qualifications, the preferred candidate will have***

- A valid Florida commercial Driver's License [CDL] with passenger endorsement.
- Intermediate experience using Microsoft Office Software.

A combination of education and work experience may be substituted for the preferred candidate qualifications.

### **Licenses and Certifications Required**

- May be required to obtain Airport Perimeter Service Road/Non-Movement Area driver certification/endorsement within ten (10) days of initial performance of duties.
- May be required to obtain Airport Airfield Ground Vehicle Operator driver certification / endorsement within (6) months of initial performance of duties.
- Ability to obtain and maintain a Security Identification Display Area (SIDA) Badge.
- May be required to obtain Trusted Agent endorsement within (6) months of initial performance of duties.



### **Knowledge, Skills, and Abilities**

- Knowledge of Airport operating procedures to include airside and landside operations.
- Knowledge of the laws, rules, and regulations which apply to the use of Airport facilities, property, and land use agreements.
- Able to work without close supervision and make independent judgments based on established policies and safety standards.
- Able to work and multi-task in a high stress environment during emergency and non-emergency situations.
- Proficient in the use of computers, electronic devices, and associated software to disseminate critical information to Airport supervision, tenants, and outside agencies
- Able to organize and maintain electronic based records; issue notifications of change in airfield conditions.
- Knowledge of safety standards, federal regulations, and publications established by National Fire Protection Association (NFPA), American Society for Testing and Materials (ATSM), Federal Aviation Administration (FAA), Occupational health and Safety Administration (OSHA), Florida Department of Transportation (FDOT), and similar agencies or organizations.
- Able to understand and carry out oral and written instructions in English and to read and interpret sketches, diagrams, engineering plans, blueprints and charts, and technical instructions .
- Able to understand and apply digital communications and computing techniques to maximize productivity and communication of all department personnel, contract employees and supporting agencies.
- Strong interpersonal communication skills are required for this position.
- Able to follow instructions of superiors as required.
- Able to understand all aspects and take ownership of assigned tasks.

### **ADA Requirements**

**Physical Demands:** Ability to talk and hear. Visual acuity (peripheral vision, depth perception, color acuity) necessary to operate a motorized vehicles, distinguish airfield signage and marking colors, and/or review diagrams. Able to lift and carry, push, pull, up to 75 pounds (e.g. airfield lighted Xs, sand bags, roofing shingles and barricades); stand, walk, climb, reach, handle, finger dexterity.

**Environmental Demands:** Extended periods of inside and outside work. Ability to tolerate inclement weather including heat, humidity, wind, rain and cold. May be exposed to chemicals, insects, odors, dust, fumes, noise, and vibration.

**Mental Demands:** Ability to read and comprehend reports, blueprints, layouts, safety instructions, directions, procedures, memos, letter, project directions, work orders, financial statements. Ability to perform basic math and arithmetic. Ability to understand and speak clearly and concisely in English to relay information to other

workers and laymen. Ability to identify and resolve problems. Ability to analyze data and develop conclusions.

# Airport Tradesworker

Pay Range: \$18.00/hr - \$21.00/hr

**NOTE: THIS IS A CONTRACTED POSITION, LOCATED AT THE DAYTONA BEACH INTERNATIONAL AIRPORT. THE SELECTED CANDIDATE(S) WILL BE EMPLOYED THROUGH A THIRD PARTY VENDOR AND INELIGIBLE FOR COUNTY OFFERED BENEFITS.**

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## Pre-Employment Requirements

Selected candidates will need to complete an application for employment, Airport ID application, submit fingerprints and driver's license for a full Criminal History Records Check (CHRC) and driving license validation. Applicants must successfully pass a drug test and all other background checks. The application and screening process may take between one (1) and three (3) weeks to complete pending the results of background checks and screening.

## Major Functions

The Airport Tradesworker will perform Semi-skilled work in one or more of the trades requiring the ability to perform tasks with little supervision. Performs more complex work requiring a higher degree of skill.

NOTE: Position will require ability to work before, during and after sever weather conditions.

## Illustrative Duties

(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them.)

- May perform general painting applications of interior and exterior areas of buildings, preparation and repair of surfaces to be painted.
- May perform general air conditioning and heating repair, preventive maintenance duties required for a variety of equipment. Performs general plumbing repair and installation of valves, fittings, fixtures, waste lines, etc.
- May perform general electrical repair and renovation of lighting, switches, receptacles, various types of conduit, etc.
- May install and repair underground drainage piping, structures and restoration.
- May perform concrete work (i.e. sidewalks, driveways, free form, etc.).
- May do grade shots for pipe and structure installation.
- May perform small engine repair.

- May perform work related to utility infrastructure water main installs and maintenance, lift station operation troubleshooting and maintenance to include mechanical, electrical, and structural components.
- May perform work found in the Tradesworker Classification.
- Attends work on a regular and consistent basis.
- Must adhere to Federal, State, County and Local ordinances.
- Responds to emergency situations.
- Performs other duties as assigned.
- Maintain and repair of Airfield lighting, conveyor systems, passenger boarding bridges and airport systems.
- Following equipment safety protocols, after extensive on the job training and level of competence approved by the facilities supervisor and facility engineer.

#### **Equipment Utilized**

- Trucks
- Trailers
- Pressure cleaners
- Boom & Scissors
- Lifts
- Welders & Torches
- Hand, Battery, Gas and Electric tools used in general construction
- Various Test equipment – Voltmeter, megometer, amp clamps, cable locaters
- Skid steers and Trenchers
- Forklift
- Sewer Drain Equipment

#### **Minimum Qualifications**

- Be at least 18 years of age or older, eligible to work in the United States.
- Two (2) years of experience in maintenance and repair in plumbing, carpentry, electrical, air conditioning, painting, mechanical pipe installation and repair, concrete or brick work.
- Must pass a Criminal History Record Check (CHRC) and security threat assessment.
- Must pass a drug/alcohol test.

#### **Licenses and Certifications Required**

- Ability to obtain and maintain a Security Identification Display Area (SIDA) Badge.
- Obtain or possess a valid Florida Driver's License upon initial performance of duties.
- Must obtain Airport Perimeter Service Road/Non-Movement Area driver certification/endorsement within thirty (30) days of initial performance of duties.

#### **Knowledge, Skills, and Abilities**

- Knowledge of the practices, methods, materials, and tools of one or more of the building trades.
- Knowledge of the occupational hazards and safety precautions of the trade.
- Skill in the use and care of tools, equipment, and materials of the trades to which assigned.

- Skilled in working from written and oral instructions, blueprints, and rough sketches.
- Ability to perform work in one or more of the trades without close supervision.
- Able to work under stressful conditions.
- Able to interact effectively with others.
- 

#### **ADA Requirements**

**Physical Demands:** medium work to heavy work. Visual acuity (peripheral vision, depth perception, color acuity) necessary to operate motorized and special use vehicles. Able to lift and carry, push, pull, up to 50 pounds; stand, walk, climb, reach, handle, finger dexterity.

**Environmental Demands:** Extended periods of inside and outside work. Ability to tolerate extended periods in inclement weather including high heat and humidity, wind, rain and cold. May be exposed to chemicals, insects, odors, dust, fumes, noise, and vibration.

**Mental Demands:** Ability to read and comprehend work orders, operational and safety instructions, maps, blueprints, mechanical drawings, instructions, procedures, memos. Ability to perform shop math. Ability to write simple sentences relaying information, data and details to others.

# EXHIBIT A.7

## ENVIRONMENTAL MANAGEMENT JOB DESCRIPTIONS

(Leased Employees)

### **Environmental Permitting Contract Staff Job Description**

**Working Title –Permitting Associate– Environmental Permitting**

**Comparable County Position – Environmental Specialist 1: Worker’s Comp Code is 8831**

Assists the County Forester and Environmental Specialist III in daily operations of the department.

Drives County Vehicle

- Check AMANDA permitting system (refer to AMANDA Training Manual) every morning to determine residential tree, wetland, gopher tortoise, Class II, farm pond, boat slip mitigation, and/or courtesy inspections are scheduled for the day. Prepare for the inspection
- Go into field to conduct inspections
- Drive to properties assigned for the day in best possible route.
- Conduct the applicable inspection of the property.
- Take notes of site findings.
- Return to office/vehicle after inspections conducted and log results in Amanda
- Check e-mails and voice mails as required throughout the day and respond as needed.
- Help assist environmental customers at the front counter upon their arrival.
- Inspections by boat may be required.

## **Sustainability and Resilience Contract Staff Job Description**

### **Working Title – Sustainability and Resilience**

### **Comparable County Position – Environmental Specialist I: Worker’s Comp Code is 8831**

Assists the Sustainability and Resilience Coordinator in program management and development.

Drives County Vehicle

- Assists with grant applications and grant administration including grant reporting and tracking
  - Grant writing
  - Maintaining database/s and spreadsheets
- Assists with special project development
- Assist with the development and /or coordination of sustainability and resilience related workshops, training sessions, and academies for example, Low Impact Development/ Green Infrastructure workshops
- Assists with the implementation of programs identified in the county's Sustainability Action Plan, Regional Resilience Action Plan, Resilient Volusia Phase 2. Plan, and any future planning initiatives
- Contributes to social marketing posts that highlight program areas to increase community awareness of and engagement in sustainability and resilience efforts
- Works with community partners to expand program reach
- Provides professional customer service when responding to public enquiries
- As needed, attends outreach events to support activity staff

## **LEC Greeter Contract Staff Position**

### **Working Title – Greeter and Education Associate**

**Comparable County Position – Accounting Clerk – no Accounting Clerk position shown in the LEC/Environmental Management designation, but all other Accounting Clerk position worker's comp codes are 8810.**

Duties can include greeting customers, interpreting exhibits in the nature center, answering visitors' questions, and assisting LEC education staff with education programming both during the week and on weekends.

Drives County Vehicle.

- Minimum 18 years of age.
- Customer service liaison for visitors, volunteers, and staff members.
- Greets and welcomes visitors and answer their questions.
- Assists LEC education staff with education programs, as needed.
  - Presents to and teaches audiences of varying ages.
- Works in both indoor and outdoor settings.
- Must have good communication skills. Once training has been given, will answer questions regarding the exhibit gallery, nature preserve and trails, education programs and upcoming events as well as provide various education programs throughout the year.
- Works with various computer programs, including Microsoft Office and Teams.
- Must be knowledgeable and adhere to Standard Accounting Procedures.
- Processes payments for LEC programs
  - Handles all register sales, operates GiftLogic (POS) and Payment Express (credit card processing).
- Responsible for cleanliness of general areas of the LEC.
- Work with and handle live animals under the supervision of LEC staff.
- Will need to occasionally drive the County vehicle for County business, as needed.
- Works independently and proficiently to handle daily operations when LEC staff is not available.



## **Turtle Contract Staff Job Description**

### **Working Title – Animal Care Assistant – Turtle Department**

### **Comparable County Position – Environmental Technician: Worker’s Comp Code is 8831**

Assists the Turtle Department Manager and Assistant Turtle Department Manager in daily operations of the department.

Drives County Vehicle

- Supervise volunteers’ assignments and work with them for proper training daily
- Prepare sea turtle and misc. reptile food and disinfect tables and sink
- Assist in medical procedures as needed for/with county staff and veterinarian
- Assist in intake procedures and documentation
- Once trained be able to give misc. reptile meds and minor wound care
- Observe the behaviors of patients and report to county staff
- Monitor life support systems and water quality parameters throughout shift
- Monitor and train volunteers and ensure tasks are done prior to leaving for the day
- Feed sea turtles and record intake and output
- Fill out patient charts and report anomalies to county staff
- Assist in onboarding volunteers and interns
- Perform daily hospital operations with volunteers (ex: laundry, trash removal, restocking supplies, cleaning and maintaining organization)
- Assist Manager, Asst. Manager or Env. Tech with am and pm diagnostics /treatments.
- Cover the responsibilities of the Manager, Asst. Manager or Env. Technician in the rare case of all their absence.
- Assist with necropsies with veterinarian and/or managers
- Communicate with guests and the public at facility and on phone
- Perform ESF (emergency preparations) duties (as needed)

## **Sea Turtle HCP Seasonal Contract Staff Job Description**

### **Working Title –HCP Seasonal Assistant – Protected Species Activity**

### **Comparable County Position – Environmental Technician: Worker’s Comp Code is 8831**

This position includes sea turtle and shorebird nest monitoring work, data collection and entry, beachfront lighting inspections, and enforcement of rules and regulations pertaining to the protection of endangered and threatened species and the beach environment. Preferred applicants will have the ability to work four days a week and have a flexible schedule including the ability to work days and nights on a planned, rotating schedule.

Drives County Vehicle (preferred if they can also ride in boats and participate with animal rescues in the water).

All applicants must be 21 years or older, pass a background check, and have or be able to obtain a Florida drivers license. Selected persons must be able to handle physically demanding conditions including driving and walking on the beach during the day and night, working outside which may include heat, inclement weather, and biting insects

- Conduct early morning sea turtle nesting surveys. This work includes monitoring, marking, and excavating sea turtle nests and recording all necessary data under the supervision of a field biologist and with volunteers. May assist with shorebird surveys by recording data.
- Assist with nighttime lighting surveys, inspections, meetings, and sea turtle disorientation investigations by driving, taking notes, taking photos, and assisting the lead inspector.
- Track lighting violations via Volusia County Code Enforcement (CE) process by entering data into County software program, researching case histories, and finding property contact information to assist the lead County inspector. May have an opportunity to observe a CE hearing as time permits.
- Data entry including the use of Microsoft Access, Excel and other programs to accurately record biological data and scan other HCP related information.
- Operate and maintain field equipment including four wheel drive vehicles, iPads, GPS units, DSLR cameras, binoculars, post hole diggers, mallet and survey stakes, drills and other equipment used to conduct field work as needed.
- Distribute educational materials to coastal residents and businesses, interact positively with the public, and participate in educational outreach events.
- Conduct routine maintenance on equipment including washing, organizing and repairing items as needed.

- Perform educational stewardship activities such as participating in public outreach events.
- As needed, tasks may include monitoring other coastal wildlife, assisting with preparations and participating in the International Coastal Clean-up, Washback Watcher training and surveys and responding to marine mammal and sea turtle strandings.

# EXHIBIT A.8

## MARINE SCIENCE CENTER JOB DESCRIPTIONS

(Leased Employees)

### Turtle Contract Staff Job Description

#### Working Title – Animal Care Assistant – Turtle Department

#### Comparable County Position – Environmental Technician: Worker's Comp Code is 8831

Assists the Turtle Department Manager and Assistant Turtle Department Manager in daily operations of the department.

Drives County Vehicle

- Supervise volunteers' assignments and work with them for proper training daily
- Prepare sea turtle and misc. reptile food and disinfect tables and sink
- Assist in medical procedures as needed for/with county staff and veterinarian
- Assist in intake procedures and documentation
- Once trained be able to give misc. reptile meds and minor wound care
- Observe the behaviors of patients and report to county staff
- Monitor life support systems and water quality parameters throughout shift
- Monitor and train volunteers and ensure tasks are done prior to leaving for the day
- Feed sea turtles and record intake and output
- Fill out patient charts and report anomalies to county staff
- Assist in onboarding volunteers and interns
- Perform daily hospital operations with volunteers (ex: laundry, trash removal, restocking supplies, cleaning and maintaining organization)
- Assist Manager, Asst. Manager or Env. Tech with am and pm diagnostics /treatments.
- Cover the responsibilities of the Manager, Asst. Manager or Env. Technician in the rare case of all their absence.
- Assist with necropsies with veterinarian and/or managers
- Communicate with guests and the public at facility and on phone
- Perform ESF (emergency preparations) duties (as needed)

## **Aquarium/Life Support/Maintenance Contract Staff Job Description**

### **Working Title – Aquarist & Maintenance Assistant**

**Comparable County position – Environmental Technician (8831) /Environmental Specialist I (8831)/Tradesworker I – there is no Tradesworker I assigned to the MSC so maybe stick with the first 2.**

Assists Aquarium Department Manager and Life Support/Maintenance Technician in the care of aquatic animals, exhibit health and appearance, life support equipment maintenance, and facilities maintenance.

Drives County Vehicle

This includes:

- Diet preparation for a variety of aquatic animals and feeding, understanding each animal's diets and their supplements needed. Disinfecting food prep areas after use.
- Overall cleanliness of exhibits: cleaning all aquatic exhibits, filtration and conducting water changes.
- Changing Filters on all exhibits.
- Making Saltwater daily for water changes.
- Performing water quality tests and attending to water quality adjustments.
- Calibrating water quality equipment.
- Monitor life support systems daily.
- Working with the education department to inform guests about our permanent residents.
- Researching fish and invertebrate biology, examining fish behaviors.
- Assist Aquarium Manager and Veterinarian with necropsies, animal physical exams and animal medical treatments.
- Training volunteers on daily aquarium tasks and assist Manager with supervising volunteers.
- Attend volunteer orientations to present to new coming volunteers.
- Assisting Aquarium Manager with inventory, restocking supplies, trash.
- Organizing work areas.
- Helping with laundry daily.
- Recordkeeping for all aquatic exhibits.
- General landscaping and facilities maintenance
- Perform Emergency Preparedness duties (as needed)

## **Education Department Contract Staff Job Description**

### **Working Title – Educator**

### **Comparable County Position – Environmental Technician (workers comp code is 8831)**

Assists Education Department Manager and Assistant Manager in the daily educational programs, visitor experience, customer service, field trips, and basic animal husbandry and feedings.

Drives County Vehicle

### **Assigned Tasks:**

- Daily Animal Presentations
  - o Touch Pool Feeding Presentation
  - o Seahorse Feeding Presentation
  - o Raptors Live
  - o Reptile Encounter
  - o Turtle Terrace Talk
- Animal handling training and progression (trained by Turtle Department and Bird Department staff members)
- Lead field trip groups and group visits
  - o Guided Tours
  - o Eco Walks
  - o Seine Net Experience
  - o Owl Pellet Dissection
  - o Squid Dissection
  - o Virtual Field Trip Programs
- Coordinate with Assistant Education Coordinator on volunteer training
- Opening gallery procedures
  - o Turning on technology
  - o Touch Pool net
  - o Maintaining appearance of center
- Manage daily volunteer tasks and coordinate volunteers with assigned stations, daily volunteer meetings before shifts
- Follow Daily Staff Task List
- Provide outstanding customer service to guests
- Coordinate with Guest Services department on closing procedures
  - o Securing/turning off technology
  - o Touch Pool net
  - o Advising guests of closing

### **Other Possible Tasks:**

- Create and update information sheets for educational resources (for use by volunteers and staff)
- Create social media posts for Facebook platform
- Help facilitate Turtle Tots program with program coordinator
- Cross-train with other MSC departments to aid in explaining procedures to guests.

## Volunteer Coordinator Contract Staff Job Description

### Working Title – Volunteer Coordinator

### Comparable County Position – Environmental Specialist I (worker's comp code is 8831)

Drives County Vehicle

Assists the Guest Services Manager with the coordination of the MSC's Volunteer Program. Volunteer Coordinator maintains volunteer program including onboarding, vetting, recruitment, and retention of MSC volunteer program. Volunteer Coordinator works independently to coordinate with MSC managers for placement of volunteers into program. Volunteer coordinator assists administrative coordinator 1 to accomplish tasks as assigned.

- Onboarding/Vetting

Volunteer Coordinator manages all volunteer inquiries. Inquiries received through MSC website and volunteer Volusia website. Volunteer coordinator is the first point of contact for placement into program.

- Application Process

Volunteer Coordinator ensure all inquiries will be provided the volunteer application. All volunteers must submit volunteer application for placement into program.

- Volunteer Orientation

Volunteer Coordinator manages scheduling and communication for each volunteer orientation. All volunteers must attend orientation prior to placement into program.

- Background Check

Volunteer Coordinator manages process for volunteers to complete backgrounds check prior to placement into program. Volunteer Coordinator works closing with other County of Volusia departments to complete this task. Volunteer coordinator manages entire process and acts as a communication liaison between the MSC and prospective volunteers.

- Placement

Volunteer Coordinator works with department managers to assist with scheduling of volunteers for open volunteer shifts. Volunteer coordinator maintains a close working relationship with managers and their department open shifts ensuring all departments are running smoothly.

- Reporting/Record Keeping

Volunteer Coordinator records all new volunteers into access database. All volunteer forms - emergency contact and photo release forms. Volunteer Coordinator maintains all records. Volunteer Coordinator records all volunteer hours into access database and provides reporting when requested.

- Communication

Volunteer Coordinator acts as the MSC liaison to provide updates for general MSC news and important communication.

- Recruitment

Volunteer Coordinator creates recruitment programs to build robust volunteer program.

- Retention

Volunteer Coordinator creates and manages retention programs with the goal of retaining volunteers.

- Events

Volunteer Coordinator works with MSC department managers to fulfill special event volunteers, such as monthly Educational Enrichment Evenings, Volunteer Appreciation Events, Turtle Day, Wildlife Festival, yard days, and public turtle releases.

Volunteer Appreciation Event – Volunteer Coordinators manages entire event.

- Budget Management

Volunteer Coordinator manages food budget for special events and seeks donations for events.

## **Guest Services Contract Staff Job Description**

### **Working Title – Gift Shop/Greeter Associate**

**Comparable County Position – Accounting Clerk – no Accounting Clerk position shown in the MSC/Environmental Management designation but all other Accounting Clerk position worker's comp codes are 8810.**

Drives County Vehicle

The gift shop and greeter associates handle the daily transaction for admissions and gift shop sales. The associates also handle all aspects of front line customer service.

#### Guest Services

- Provides guests with full admissions services including daily programming, exhibits directions, and facility amenities.
- Answers phone calls and questions pertaining to the MSC hospitals, education programming, and has a general knowledge of the MSC and its animal ambassadors.
- Must be knowledgeable and adhere to Standard Accounting Procedures.
- Handles all register sales, operates GiftLogic (POS) and Payment Express (credit card processing).
- Opens and closes registers each day.
- Customer service liaison for visitors, volunteers, and other contract staff members.
- Responsible for cleanliness of general areas of the MSC.
- Assists with processing donations and yearly passes.
- Responsible for securing building at the close of each day.
- Responsible for communicating with other contract staff employees and manager regarding daily operations.
- Works independently and proficiently to handle daily operations when manager is not working.



## **Bird Contract Staff Job Description**

### **Working Title – Animal Care Assistant – Bird Department**

### **Comparable County Position – Environmental Technician – worker’s comp code is 8831**

Assists the Bird Department Manager and Assistant Bird Department Manager in daily operations of the department.

Drives County Vehicle

### **Bird Contract Staff Job Description**

- Supervise volunteers’ assignments and work with them for proper training daily
- Prepare avian diets and disinfect tables and sink
- Assist in medical procedures as needed for/with county staff and veterinarian
- Assist in intake procedures and documentation
- Once trained, be able to give avian medications
- Observe the behaviors of patients/education animals and report to county staff
- Monitor and perform general maintenance on life support systems
- Sanitize animal enclosures
- Monitor volunteers and ensure tasks are done prior to leaving for the day
- Feed birds and record what was fed and what was left over
- Fill out patient/education animal’s charts and report anomalies to county staff
- Assist in onboarding volunteers and interns
- Perform daily hospital operations with volunteers (ex: laundry, dishes, trash removal, restocking supplies, cleaning and maintaining organization)
- Assist Manager and/or Asst. Manager with am and pm diagnostics/treatments
- Cover the responsibilities of the Manager or Asst. Manager in the rare case of their absence
- Assist with necropsies with veterinarian and/or managers
- Communicate with guests and the public at facility and on phone
- Perform and monitor minor facility maintenance
- Assist in unloading deliveries and organization of supplies
- Give approved enrichment to animals when appropriate
- Assist with training of educational birds
- Handle glove trained educational birds
- Keep up with all documentation required (bird training, bird handling, diet logs, enrichment logs, etc.)



## Halifax Area Advertising Authority ("HAAA") Job Descriptions

### LEASED EMPLOYEES FULL TIME POSITIONS

1. Executive Director: Plan, organize and supervise all activities of the Halifax Area Advertising Authority ("HAAA"). Communicate regularly with the members of the authority to keep them informed on all aspects of the operations. Work with established committees and staff to develop and implement the annual marketing plan.
2. Executive Assistant: Assist the Executive Director with all phases of work. As an extension of the support provided to the Executive Director, the Executive Assistant is also responsible for providing administrative support to senior staff as appropriate. Manage and coordinate with the Office Coordinator.
3. Director of Finance: Maintain accounting systems for the organization and coordinate with the human resource professional organization.
4. Finance Assistant/Human Resources Assistant: Assist with daily departmental activities for finance and manage the human resources program with the Director of Finance for all employees.
5. Director of Communications: Establish and execute consistent communications on a local, regional, and tourism-related stakeholder basis, and develop and monitor all copy for the organization's marketing vehicles and collateral including websites, brochures, newsletters and other communication activities. Monitor the organization's social media activities.
6. Communications Specialist: Execute effective consumer and industry communications that support the organization's brand message and goals. Produce copy for the organization's website and assist with content for marketing materials and collateral. Manage approved editorial calendar, support the organization's social media platforms, and assist by providing content to marketing that drives engagement across all social media platforms. Assist with media relations, pitches, and press visits.
7. Marketing and Design Director: Lead all domestic and international consumers marketing for the organization and for all aspects of the organization's creative, design and brand standards. Primary key responsibilities include print, digital, television, out-of-home radio, and other outlets, to generate demand and overnight room stays. The position will also oversee all supported tourism events, brand awareness, destination collaterals, direct mail campaigns, departmental creative websites and advertising campaigns while gauging the return on investment on all marketing programs.



8. Marketing Systems Manager: Manage and grow the online presence of the organization's website and digital marketing strategies. Responsible for driving lead generation and database management. Engage partner co-operative advertising programs.
9. Marketing Specialist: Execute the consumer media plan including email, social, digital and direct mail campaigns, consumer collaterals, search engine optimization/search engine marketing. Facilitate annual organization's event sponsorships and tourism event funding. Manage website and social media content.
10. Partner Liaison & Visitor Experience: Develop and manage the organization's partner program to engage all local tourism related businesses. Manage all visitor information centers including staff, sales and visitor experience in market. Promote the destination at highly attended consumer travel shows.
11. Executive Operations Coordinator: Coordinate the day-to-day operations of the organization to ensure the highest levels of creativity compliance and efficiency to support the Executive Director, the Director of Communications, the Marketing and Design Director, the Group Sales Director, and the Director of Finance.
12. Group Sales Director: Develop marketing initiatives, organize, and supervise the Sports Business Development Manager, the Travel Tourism Sales Manager, the Religious, Corporate National Association Sales Manager, the Social, Military, Fraternal, State Association and State Government Sales Manager, the Group Sales Coordinator and the Strategic Conference and Sports Services position. Maintain a close working relationship with the Ocean Center management, providing support and area partnership when necessary.
13. Travel Tourism Sales Manager: Manage all Travel Trade FIT (independent travel rates), motor coach series, domestic and international tour operators, and travel agents to drive sales to the destination and area lodging partners. Develop online specialist training modules and strategic tour product itineraries for the tour and travel trade distribution segments.
14. Sports Business Development Manager: Develop group sales leads for assigned market segments that meet measured sales goals and encourage group bookings for area sporting facilities. Focus on developing bookings and leads specific to the sports market segment.
15. Religious, Corporate, National Association Sales Manager: Develop sales leads for assigned market segments that meet measured sales goals and encourage group bookings for area convention facilities. Focus on developing bookings and leads specific to religious, corporate, and national associations. Process national association



opportunities as distributed by the Ocean Center and those developed from the organization's marketing databases.

16. Social, Military, Fraternal, State Association and State Government Sales Manager: Develop sales leads for assigned market segments that meet measured sales goals and encourage group bookings for area convention facilities. Focus on developing bookings and leads specific to social, military, fraternal, State Association and State Government markets.
17. Group Sales Coordinator: Provide internal support to the Group Sales Director, all sales managers, and the Strategic Conference and Sports Services position in the development of successful, measurable programs for meetings, sports, and trade travel.
18. Convention Services and Events Manager: Provide in destination support for all planners, sports rights holders and groups with the additional focus on group sales event planning. Coordinate with the organization's sales department conference and sports service's needs.
19. Executive of Operations: Coordinate the day-to-day operations of the CVB to ensure the highest level of creativity, compliance and efficiency.
20. Marketing Business Development Specialist: Assist and foster new and current tourism festivals and events through the Tourism Events funding programs and manage all activities related to development, marketing and sponsorships of Biketoberfest.

#### **PART TIME POSITIONS**

21. Office Coordinator: Support the various needs of all the organization's departments including but not limited to group sales, communications, marketing, administration as well as reception.
22. Receptionist: Greet all business and visiting guests of the organization. Assist with the processing of all inquiries generated. Maintain accurate current information on the Daytona Beach area and provide assistance to all potential visitors.
23. Visitor Information Center Representative: Meet and greet all visitors entering the Visitor Information Center (VIC) in a friendly, professional manner. Work cooperatively with all center staff to ensure the efficient operation of the center.
24. On Call Visitor Information Center Representative: Meet and greet all visitors entering the Visitor Information Center (VIC) in a friendly, professional manner. Work cooperatively with all center staff to ensure the efficient operation of the center.



### **NSBAVB President & CEO/Executive Director**

The President & CEO is responsible for overseeing the leadership of the Destination Management Organization. This includes all aspects of administration, sales, marketing, public relations communications, sports, film, corporate and leisure sales, international travel and trade programs, and international sales and marketing programs.

The President & CEO reports to the board regularly and manages the SVAA Board meetings to align with the statutory requirements.

- Works with Volusia County on internal audits.
- Works with external auditors annually.
- Works on SVAA budget for approval from SVAA Board of Directors and Volusia County Government annually.
- Manages and oversees all deposits and banking needs.
- Forecasting and development of media and marketing plan annually.
- Manages and submits annual depository, minority reports to the state and county.
- Presents the annual budget to the Volusia County Council each August.
- Works with all departments of Volusia County Government and local cities within Volusia County.
- RFP/RSQ for agencies of record. Manage partner agencies and contractual obligations.
- Work with Human Resource/staffing agency on payroll, new hires, terminations, and benefits for staff at office.
- Works all agencies of SVAA, currently there are 8 contracted agencies.
- Manages and oversees all research via software and agencies of record for forecasting and partner updates.

- Manages office including all technical aspects, landlord, and resources for staff in the office.
- Travel as necessary for conferences and meetings.
- SVAA hosts 2 major meetings per year for the tourism industry.
- Works with state tourism marketing division – Visit Florida
- This is some but not all illustrative duties and responsibilities.



### **NSBAVB Marketing Director**

The Marketing Director oversees and manages all aspects related to the production and implementation of any given campaign. They're responsible for strategizing and analyzing and leading their team while making sure everything runs smoothly from start to finish with clients or colleagues alike.

Marketing directors are responsible for the overall branding and marketing direction of the company. They oversee identifying goals and strategies related to marketing. They develop and execute the Annual Marketing Plan that creates goals and strategies that cater to the target market of the organization's products and services to help with sales.

A great marketing director is expected to make the numbers. They have a knack for finding growth where others can't. And yet when they don't, they are the first to own the miss and put forward a recovery plan before being asked. The position is very important to moving the DMO to the next level.

#### **Responsibilities include but are not limited to:**

- **Board Meetings:** Coordinate all aspects of the meeting and create Zoom number(s). 10-day minimum notice per bylaws. Create meeting invite to board members, partners, staff and guest presenters. Take minutes for board meeting and produce draft for board approval within 48 hours of the meeting.
- **Visitor Center:** Oversees operations and Visitor Experience staff and coordinators. Includes: Open and close procedures, phone calls, collateral, cleaning crew, etc.
- **Status Reports:** Weekly status reports to CEO, due Friday by 12pm.
- **Clean Pix:** Oversee the image gallery. New uploads, image rights, photo releases, labeling.
- **Manage monthly leads** Oversee leads from sales, promotions, advertising, and website to be sure they are being recorded in HubSpot database and sent to fulfillment house. Monthly lists are also sent to research firm.

- **Implement, Coordinate and Manage monthly/quarterly** partner meetings/educational resources on our advertising campaigns and how partners can buy in. "How To presentations" to educate the industry on best practices, resources and getting results.
- **Manage, update the Visit Florida website** and update photos, videos and advertising copy as needed.
- **Attend tradeshows** or conferences per Marketing Strategic plan. VF Governor's Conference, Southeast Tourism Society (STS) – attain the "Tourism Marketing Professional (TMP) designation over three years.
- **Photo shoots** on behalf of the office, coordinate with team on advertising campaign shoot schedule from agency, gaining permissions, complimentary stays, or entrance as necessary. Smaller shoots may not require attendance.
- **Maintain media schedule** of all marketing and promotional projects. This includes impressions, markets, CPM and all other KPI's. This also includes updates to editorial calendar for other departments to follow.
- **Corporate Sales in Florida and Southeast for NSBAVB.** Includes all aspects of data mining, calls, follow up, documentation and in-destination fam trips. Includes corporate and small association meetings, weddings, leisure markets and any potential group activities.
- **Coordinate the National Tourism Week luncheon** on behalf of NSBAVB. Work with agency on speaker, invite, mailings, theme, and execution of event.
- **Cooperative Advertising Program:** Launch cooperative advertising opportunities off media schedule for next fiscal year and offer those out at NTTW Celebration in May each year. Educate industry on advertising platforms and options to buy-in to the programs that NSBAVB offers. Goals are to garner as much industry participation as possible.
- **Collateral review and management** – Responsible for updating and production of destination guide, maps, etc. for all collateral needs. This includes e-guides.
- **Implement and manage HubSpot Software** for office, marketing and sales use. DMAP Reporting standards need to be updated often and ensure every department is utilizing the reporting options.
- **Develop and manage Annual Marketing Plan** and strategic goals by segment and for destination. Due February 15<sup>th</sup> for review and edits.
- **Oversee Retail Sales** – Square and other promotion items for sale at NSBAVB.
- **Coordinate with event planners to promote in-kind sponsorships and / or Sweepstakes** as needed.
- **Develop and distribute monthly industry newsletter.** To be sent to the industry stakeholders on or before 3<sup>rd</sup> of every month.



- **Advertising Firm:** Acts as primary liaison with advertising firm. Acts as the "Flow" and prioritizes projects needed by office and ensures products or services are completed by deadlines. Wide ranging projects based on marketing plan.
- **Liaison with Advertising agency**
  - Oversee Advertising campaigns.
  - Oversee collateral (VG, eBooks, Maps, etc.).
  - **Manage, Coordinate promotional projects** with advertising agency on behalf of executive director. Weekly calls, meetings, and deadlines to manage.
  - Manage, oversee, coordinate advertising fair, cooperative advertising with tourism industry stakeholders, weekly calls, meetings, and deadlines.
  - Coordinate needs with agency for promotional flyers, Tradeshow items, sweepstakes displays as needed to increased tradeshow schedule.
  - Oversee destination photo/video shoots and provide assistance with shot lists, talent, locations, props, etc. when needed.
  - Liaison with advertising agency and digital agency on the cooperative advertising program at NSBVB. Oversee the advertising online software, downloads to advertising agency. Update all web related aspects of this.
- **Partner and community outreach:** Establish, maintain, and develop business relationships with clients and stakeholders. Attends city council meetings as well as other industry meetings in SE Volusia.
- **RSQ/RFP's:** Work with CEO on RSQ/RFPs as needed for the awarding of contracts with partners for office: Advertising, Digital, IT, CPA, Research, Domestic Public Relations, International Travel Trade and Public Relations. Others as needed. Will work with County Legal Services for approval and changes to any contract prior and after posting period.



## **NSBAVB Communications Manager**

The Communications Manager is responsible for overseeing the implementation of both internal and external communication strategies. Their duties include managing external communication channels to ensure that unified, consistent, and positive messages define and promote the corporate identity and mission.

Oversees the workflow and work assignments of the communications team to ensure effective collaboration among team members and consistent, quality work on platforms such as: social media platforms, company websites and media relations, writing copy for company newsletters or memos and adhering to a company's brand by publishing content and marketing materials.

- Drafts proposals for special communications projects; presents on and promotes these projects to management.
- Seeks new methods and creative strategies to increase internal and external awareness of key events and changes in the organization including the launch of new products, special events, local and global community service, and other topics of interest.
- Prepares and delivers presentations in the company to share information.
- Prepares and distributes direct marketing products.
- Represents the company in a variety of settings, always promoting the company in the best possible way.
- Performs other related duties as assigned.
- Serve as an alternate PIO for NSBAVB managing the day-to-day responsibilities focusing on proactive strategic development, execution, tracking and measurement of public relations plans and initiatives.
- Serve as main client liaison in leading client meetings and conference calls with any NSBAVB Public Relations and/or contracted partners.
- Successful creation, implementation and execution of public relations programs, editorial calendar, including development of public relations plans, story creation, materials development, media targeting, media pitching, event coordination,

vendor management, community relations and internal/external communication under supervision of the CEO.

- Master a broad understanding of public relations tactics, strategies, and principles. Master Cision Public Relations Software and Practice proactive media relations – pitch traditional and new media, develop lasting relationships with media contacts and uncover potential new outlets. Maintain NSBAVB list of media contacts on NSBAVB server.
- Conceptualize and write effective press releases, press kit materials, pitches, fact sheets and advisories to secure coverage and build on-going relationships with local, regional, and national media outlets.
- Develop management capabilities for potential direct reports, including overseeing of account coordinators and internship program ensuring sufficient leadership and counsel.
- Provide strategic direction and implement press conferences, briefings, media and special events, including speech writing.
- Prepare NSBAVB status reports, campaign results and briefing documents as requested.
- Collaborate with appropriate management and staff for new business development plans; assist with brainstorming and proposal creation.
- Coordinate and host media FAM trips across multiple destinations, including itinerary creation, vendor/partner outreach, media outreach, both domestically and internationally.
- Field all media requests and inquiries as received, both domestic and international markets.
- Schedule deskside appointments with travel journalists and writers. Engage them to come to the destination or write about us.
- Schedule Virtual Deskside appointments via zoom with journalist to share the destination highlights.
- Present public relations and social media updates to SVAA Board as required. Or at any other function as needed.
- Manage social media platforms with vendor/partner and oversee and manage editorial calendar for accuracy before posting. Write stories to expand on Blogs, Vlogs. Capture video to make communications more engaging.
- Secure relevant PR placements and for stakeholders.

- Manage news clip media placements and create client reports, reporting impressions, media value, which partners were highlighted, etc. Be sure to save the stories via pdf from links provided monthly, as they expire often, and we would like to archive the stories and share with those written about.
- Plan, pitch and offer onsite support for special events and meetings as they happen.
- Respond in a timely and professional manner to client and media requests.
- Engage in creative thinking – help brainstorm unique news hooks and PR campaigns.
- Travel as needed for events.
- Develop and manage SE Volusia Resident Program. This is very important for us to keep dialogue with the residents of SE Volusia. Newsletters, website and other ways to interact with them to sustain awareness of the “Value of Tourism.”



### **NSBAVB Travel & Tourism Manager**

The tourism manager typically has a wide range of responsibilities, which can include maintaining knowledge about current trends in industry practices, laws, regulations, and technology to ensure compliance with standards. The Travel & Tourism Manager will establish relationships with travel suppliers such as airlines, cruise lines, hotels, car rental agencies, etc. in the area to help promote the sale of the products through both receptive and tour operators, both domestically and internationally. They also can manage the marketing and promotion of tourism services offered by the DMO.

Developing strategies to increase tourism to the area through promotion of attractions, accommodations, events, or other offerings through digital technology, and identifying potential problems within an organization and developing solutions to improve efficiency and customer-satisfaction.

#### **Responsibilities include but are not limited to:**

- **Sustainability:** Educate industry stakeholders on the One Planet platform. Liaison with partners for updates yearly to their plan = Outcomes. Responsible for developing new plans for partners and any necessary updates. Manages the NSBAVB plan for yearly updates to the plan. Webinars and training as necessary throughout the advancement of the program. Engage new partners to join the sustainability plan and create their mind-map through Actions, Indicators and outcomes. Know the 17 Sustainable Development Goals.
- **Website:** Works closely with digital marketing firm. Bi-weekly project calls, Day-to-day contact to manage digital projects by providing digital team with assets from NSBAVB. Liaison to keep projects moving forward as planned. Weekly updates provided to CEO. Website should reflect the brand and guidelines as well as marketing campaigns and season focuses per Annual Marketing Plan.
- **Mobile Application:** Working closely with the digital team to ensure the mobile site has all planned updates and imagery needed.
- **Ambassador Program:** Maintain list, and keep ambassador engaged and adding more.
- **Film Assistant:** Work with the CEO to help process the film permits throughout SE Volusia. Will coordinate often with the county administrative office, Risk Management, Beach Safety if on county property. Often requires City approval, Police support or industry awareness. Will work with CEO on projects.

- **Pledge to Protect Program:** Maintain list and continue to reach out to partners to add more stakeholders.
- **Tour Operator and Receptive Program:** Will work with CEO on the development and growth of the international and domestic tour operator program. There are many domestic receptive that sign agreements with hoteliers to sell their inventory. The Tour Operators often do the same or purchase those room nights out of the receptive inventory, giving them the ability to sell packages in our area and creating a diverse visitor supply to the area.
- **Weekly Status Reports:** Weekly reporting to the CEO to update on projects completed and in progress. Also, important to think about how all projects or data can be added to the Hub Spot reporting system if applicable as ROI for annual reports and audits.



## Visitor Relations Manager

The visitor relations manager is responsible for supporting the efforts of the marketing team to carry out marketing campaigns. Their duties include researching market trends and compiling reports about consumer needs, coordinating marketing campaign content from the team, like graphics, blog posts or social media posts and assisting in executing marketing events for a corporation.

The visitor relations manager oversees the NSB Area Visitor Center and works closely with the Marketing Director and team on projects outlined by the marketing plan. Handles the fulfillment center and gathers data for the research firm via leads.

### Responsibilities are but not limited to:

#### Visitor Center

- Opening procedures performed each day, (Monitors, sign and computers turned on)
- Welcome Visitors in the Center with a warm smile and grand welcome! Assist anyway possible. Ask questions when you can gain insights of their vacation details for our internal information.
- Provide and promote our social media site and our mobile app to engage walk in visitors.
- Assist guests in the visitor center with booking hotels if they do not have an existing reservation.
- Answer phones, transfer calls to staff if necessary. Taking detailed messages with proper spelling of names, date, and times.
- Retrieve and receive daily mail, date stamp, sort invoices, and review with CEO.
- VG: keep a "sample" book and continue to markup book with closures/opens/changes and be sure to update Hub spot and the Master Partner List. Communicate these updates to our marketing director for updates on other platforms.
- Works with tourism industry, stakeholders, and local government to be sure we have latest information in our offices on events, restaurants, hotels etc.
- Keep visitor center stocked with updated resources for the visitors.
- Request rack cards and other visitor center items.
- Manage Kiosk partnership program. 6 currently at: Ocean Props, Little Theater, City of NSB, City of Oak Hill, Country Inn & Suites, and Port Orange chamber.
- Develop and maintain volunteer program.
- Track Monthly Visitor Totals: Walk – Ins and enter through HubSpot.

**Data Entry Inquiries received through email, mail, chamber, and phone calls into HubSpot program.**

- Track walk-ins and newsletter sign ups and report bookings for CEO and board reports with Hub Spot before the end of each month: Learn tracking HubSpot walk – ins.
- Assist CEO in any assigned projects, check in daily and ask for assignments.
- Enter Tradeshow Leads into Hub Spot

**Website/ ImGoing:**

- Update events to website daily.
- Check for links, and other information not on website or application.

**HubSpot Data Entry:**

- Daily entry of leads, visitors into the center, etc.
- Assist in data entry of reporting items for monthly reports.

**Department of Business Professional Regulations (DBPR):**

- Monthly or Quarterly review of the Hotel/Lodging lists for any additions or deletions of Licenses. Sort by SE Volusia and send copy with total units per breakout, ie., Hotel, B&B, Apartments, ETC. Compare against website to ensure that no lodging unit is listed on our website that does not have a DBPR license.
- Monthly or Quarterly review of the restaurant list. Compare to our website and pull any that have discontinued their license with DBPR.

**Bookkeeping-Accounts Payable**

- Date Stamp all invoices received from vendors.
- Accounting Stamp all invoices with coding stamp and code appropriately.
- Enter invoice amount in working monthly column on payable listing spreadsheet.
- Sort all invoices by payment method alphabetically via order on spreadsheet recap.
- File all posted/entered invoices for audit ready.
- Monthly present invoices and A/R, A/P for review.

**Fulfillment Center**

- Manage BZ Mailing house on monthly basis for A/R & A/P, download from Hub Spot.
- Send monthly request spreadsheet to BZ for fulfillment, ask for estimate and billing after approved.
- Reconcile billing with fulfillments sent and postage used.
- Reconcile inventory monthly with UPS charges to our account.
- Send visitor leads for monthly newsletters (add to BZ list).
- Assist with bi-monthly board meetings, minutes, audio recordings, keeping conference room clean and organized.



**General Office Responsibilities**

- Office Supplies/ Cleaning Supplies/Cleaning crew. Get estimate and approval from CEO before ordering. Receive supplies and inventory.
- Water Supplies with W.B. Mason.
- Manage office machines: Supplies, copier, and other office equipment and promotional inventory.

**Stakeholders**

- Working with the visiting public – residents and visitors, assisting with their travel needs and information.
- Working with our local tourism industry in all 5 cities: NSB, Edgewater, Oak Hill, Osteen and Port Orange, as needed.
- Working with Volusia County Elected officials and County Staff, as needed.
- Working with State and Federal Elected officials as necessary.
- Business acumen and office experience a must for positive forward-facing attitude.

**Sustainability Assistant**

- Keep One Planet Living ecosystem updated.
- Keep in contact with our Sustainability partners and keep up to date with their plans.
- Reach out to different businesses in the area regarding our Sustainability efforts.



### **Marketing Coordinator**

- Knowledge of New Smyrna Beach and surrounding areas a must! Southeast Volusia especially: Port Orange, NSB, Edgewater, Oak Hill, and Osteen.
- Know the open/closing procedures for the Visitor Center. Back up to Mia when out of office or on vacation.
- Must know word/excel/PowerPoint/Microsoft Office Suite, HubSpot Software.
- Knowledge and experience in tourism industry is desired, education, great attitude can be substituted for the right candidate
- Must have good business acumen and phone skills, customer service is Job#1.
- Organizational skills for marketing projects of all levels. Digital Files
- Oversees all ordering of promotional items, collateral, and brochures, with direction from Marketing Director.
- Maintain the Calendar of Events, updates, and format weekly for visitor center.
- Assists with monitoring and maintenance of the website with accommodator specials, calendar, events, landing pages, restaurant changes, post approved minutes on website. Maintain contact with Website host.
- Assists/Coordinates events/marketing activities within the agencies working closely with marketing director and CEO.
- Oversees reports and ROI on tradeshow, leads, visitor center metrics using accredited formulas as developed in HubSpot.
- Creates, coordinates and/or produces media materials for programs and special events/projects such as brochures, pamphlets, news releases, posters, etc...
- Works with external agencies to develop cooperative marketing strategies, as directed by the marketing director.

- Prepares reports relating to visitor information and requests for management and Board.
- Examines and analyzes statistical data to determine trends, opinions, etc...
- Maintain files and records (image gallery, advertisements, and brochures). Proofing e-books continually for closed businesses, errors, making sure information is found on website.
- General office procedural protocols for daily operations: mail, filing, preparation for board meetings, or other office meetings.
- Assists tourism stakeholders with questions and information through email and face to face.
- Works on Tourism Ambassador Program to engage industry partners to join.
- Works on Pledge to Protect Program to engage industry partners to join and continually improve the program.
- Works with marketing director on National Tourism Week activities, Breakfast, itineraries, menu etc.
- Works with industry partners on sustainability program. Sign up (Free!) partners to use templates to list what they are doing to be sustainable and report up to One Planet and web page.
- Public Relations itinerary and familiarization tour projects. Scheduling, documents, follow-up.
- Industry booking updates: periodically call to see how bookings are going, and other information from marketing director.
- Daily/Weekly check of pages on website and mobile application for broken links, errors, loading issues, etc.
- Data entry into HubSpot reporting for Advertising, Public Relations, International, etc. Monthly reports to be downloaded and saved in digital files under Marketing. See marketing director.
- Works with lead retrieval and fulfillment house for collateral mailings from website, works with Mia.



### Executive Assistant / Visitor Center Specialist

#### Visitor Center

- Opening procedures performed each day, (Monitors, sign and computers turned on)
  - Welcome Visitors in the Center with a warm smile and grand welcome! Assist anyway possible. Ask questions when you can gain insights of their vacation details for our internal information.
  - Provide and promote our social media site and our mobile app to engage walk in visitors.
  - Assist guests in the visitor center with booking hotels if they do not have an existing reservation.
  - Answer phones, transfer calls to staff if necessary. Taking detailed messages with proper spelling of names, date, and times.
- Retrieve and receive daily mail, date stamp, sort invoices, and review with CEO.
- VG: keep a "sample" book and continue to markup book with closures/opens/changes and be sure to update Hub spot and the Master Partner List. Communicate these updates to our marketing director for updates on other platforms.
- Works with tourism industry, stakeholders, and local government to be sure we have latest information in our offices on events, restaurants, hotels etc.
- Keep visitor center stocked with updated resources for the visitors.
- Request rack cards and other visitor center items.
- Manage Kiosk partnership program. 6 currently at: Ocean Props, Little Theater, City of NSB, City of Oak Hill, Country Inn & Suites, and Port Orange chamber.
- Develop and maintain volunteer program.
- Track Monthly Visitor Totals: Walk – Ins and enter into HubSpot.

#### Data Entry Inquiries received through email, mail, chamber, and phone calls into HubSpot program.

- Track walk-ins and newsletter sign ups and report bookings for CEO and board reports with Hub Spot before the end of each month: Learn tracking HubSpot walk – ins.
- Assist CEO in any assigned projects, check in daily and ask for assignments.
- Work weekends when necessary.
- Enter Tradeshow Leads into Hub Spot

#### Bookkeeping-Accounts Receivable

- Record payment receipts in files for audits and year-end. Keep neat and orderly
- Deposit receipts at TD Bank following office protocol, in folder, chronologically.
- Record keeping/Filing for audits and retainment, every 6 months or twice a year.
- RSQ/RFP's and other agreements/contracts for office
- Save all invoices on SVAA Shared Drive, before and after Treasurer signature.

Bookkeeping-Accounts Payable

- Date Stamp all invoices received from vendors.
- Accounting Stamp all invoices with coding stamp and code appropriately.
- Enter invoice amount in working monthly column on payable listing spreadsheet.
- Sort all invoices by payment method alphabetically via order on spreadsheet recap
- File all posted/entered invoices for audit ready.
- Monthly present invoices and A/R, A/P for review.

Bookkeeping – TD Credit Cards-

- Using secured login, go to TD Bank Card Suite
- Verify statements, Receipts, and expense reports to back all items. All backup to be collated to each statement. Audit ready.
- Schedule or make payments as required.
- Pay CC bill before getting the billing to CPA.

Fulfillment Center

- Manage BZ Mailing house on monthly basis for A/R & A/P, download from Hub Spot.
- Send monthly request spreadsheet to BZ for fulfillment, ask for estimate and billing after approved.
- Reconcile billing with fulfillments sent and postage used.
- Reconcile inventory monthly with UPS charges to our account.
- Send visitor leads for monthly newsletters (add to BZ list).
- Assist with bi-monthly board meetings, minutes, audio recordings, keeping conference room clean and organized.

General Office Responsibilities

- Office Supplies/ Cleaning Supplies/Cleaning crew. Get estimate and approval from CEO before ordering. Receive supplies and inventory.
- Water Supplies with W.B. Mason.
- Reports directly to the CEO.
- Manage office machines: Supplies, copier, and other office equipment and promotional inventory.

Stakeholders

- Working with the visiting public – residents and visitors, assisting with their travel needs and information.
- Working with our local tourism industry in all 5 cities: NSB, Edgewater, Oak Hill, Osteen and Port Orange, as needed.
- Working with Volusia County Elected officials and County Staff, as needed.
- Working with State and Federal Elected officials as necessary.
- Business acumen and office experience a must for a positive forward-facing attitude.

Audits

- Work with external auditor – November each year. Upload documents to their share file account. As needed.
- Work with Volusia County Internal Auditor – Last audit June 2020. Every 3 years? As needed.

- Every four years (and in between) work on 16 segments of our accreditation with Destination International (DI). This is our clean bill of health that we are performing per industry standards. We are aiming to get “Accreditation with Distinction” on our second full renewal coming up in 2022.
- Assist CEO with each module as directed.

#### Budgets

- Work with CEO to finalize and maintain annual budgets for Board approval in April each year, and compile data for the Volusia County Budget due every June.
- Weekly and Monthly review and update budgets to keep everything updated as we move.
- Reconciles to audit every year. As directed and needed.

#### Board Meetings

- Set up all board meetings, books, and all requirements to run a smooth organized meeting.
- Coordinate with partners on their presentations and assist in connections, USB, handouts, etc.
- Record all meetings. No mistakes as we must record all meetings and save on shared drive and upload to the county.
- Type out minutes from meeting. Review transcription from the audio device for accuracy and let CEO review for approval.
- Send board meeting calendar notices to board members year in advance, if special meeting, then notice them as soon as possible. Secure workshop locations, meals etc.

#### Film Assistant

- Input all film leads into the Film spreadsheet (whether approved or not).
- Scan and save all film permit in the Film Permits folder.
- Assist with getting information about a potential film lead, giving information regarding film permits, and obtaining e-mail addresses and other info for Debbie.

#### Sustainability Assistant

- Keep One Planet Living ecosystem updated.
- Keep in contact with our Sustainability partners and keep up to date with their plans.
- Reach out to different businesses in the area regarding our Sustainability efforts.

**EXHIBIT A.11**  
**WVTAA Leased Employees Job Descriptions**

**WEST VOLUSIA TOURISM ADVERTISING AUTHORITY**  
**EXECUTIVE DIRECTOR**  
**JOB DESCRIPTION**

**MAJOR FUNCTION**

Progressively responsible work planning, directing, and managing the operations of the Advertising Authority of West Volusia County (WVTAA).

**ILLUSTRATIVE DUTIES**

*(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)*

- Creates and conveys a positive image of West Volusia area tourism resources through communications with local, state, regional, national and international media representatives. Organizes and conducts familiarization tours and media marketplaces. Acts as the key spokesperson for WVTAA.
- Acts as the liaison with local, state, regional, national and international tourism offices (such as Halifax Area Advertising Authority, Southeast Volusia Advertising Authority, Visit Florida, Southeast Tourism Society and Brand USA) and other tourism-related organizations in the development of cooperative tourism efforts and promotions that will benefit West Volusia.
- Develop, execute, and evaluate comprehensive advertising/marketing strategies to increase leisure travel to West Volusia County.
- Oversee design and presentation of advertising plans.
- Conduct media buys on behalf of the authority.
- Plan, direct, and coordinate staff.
- Work with advisory boards, committees and staff to develop and implement the annual marketing plan.
- Coordinate projects through meetings, correspondence, and presentations where information is exchanged.
- Prepare meeting agendas and perform all necessary jobs to coordinate meetings.
- Develop and monitor annual budget.
- Coordinate budget with county management and budget division.
- Prepare monthly and annual reports for presentation to management.
- Apprise county and city officials, others of authority's activities and related issues.
- Maintain effective communication within the community and enhance tourism role in local economy.
- May be assigned to other office locations based on operational needs.
- Attend work on a regular and consistent basis.
- Must adhere to Federal, State, County and Local ordinances.
- Responds to emergency situations.
- Perform other duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of research techniques and availability of current information.

- Able to exercise judgment and discretion in establishing, applying, and interpreting policies and procedures.
- Able to establish and maintain effective working relationships with associates, subordinates, public officials, other governmental agencies and the general public.
- Skilled in the supervision of subordinate staff and assigning work.
- Able to express ideas clearly and concisely, orally and in writing, to groups and to individuals.
- Skilled in preparing and analyzing budgetary tools and reports.
- Able to work and travel throughout the country and overseas, including evenings and weekends.
- Able to travel via automobile, plane and other modes of transportation.
- Able to efficiently utilize computers and other electronic devices and applicable programs (e.g. Word, Excel).
- Able to work effectively under stressful conditions.
- Able to operate a motorized vehicle.
- Must be able to relocate to other county locations based upon operational need.

### **MINIMUM REQUIREMENTS**

Bachelor's degree in Business Administration, Public Relations, Marketing, Advertising, Journalism, or related field and at five (5) years of progressively responsible experience in the tourism industry.

A comparable amount of education, training, or experience may be substituted for the minimum qualifications.

Must possess a valid driver's license. Must possess and maintain a valid Florida driver's license within 30 days of appointment.

### **ADA REQUIREMENTS**

**Physical Demands:** Sedentary work. Ability to sit, see, hear, talk, walk, stand, bend, reach, climb stairs. Ability to traverse uneven ground. Finger dexterity to operate computers and other electronic devices. Ability to lift, carry, push, pull up to 25 pounds. Visual acuity (peripheral vision, depth perception) necessary to operate a motorized vehicle.

**Environmental Demands:** Primarily inside work. Some exposure to excessive noise, dust, fumes, vibrations, inclement weather to include, but not limited to rain, heat, cold, and/or wind.

**Mental Demands:** Ability to read and comprehend professional manuals, legal documents, ordinances, statutes, instructions, reports, abstracts, financial reports, letters and summaries. Ability to write reports, evaluations, summaries, letters, financial reports, procedures, and policies. Ability to perform advanced mathematical functions. Ability to speak publicly and extemporaneously; conversant in policies, techniques and procedures of discipline. Ability to analyze data and develop conclusions. Ability to identify and resolve problems.



**WEST VOLUSIA ADVERTISING TOURISM AUTHORITY  
MARKETING MANAGER  
JOB DESCRIPTION**

**MAJOR FUNCTION**

Responsible role working with the Executive Director to develop, implement and oversee marketing and public relations programs designed to promote the West Volusia Area.

**ILLUSTRATIVE DUTIES**

*(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)*

- Assist executive director with public relations programs. Communicate with media representatives, distribute media releases, press kits, editorial copy and photographs as needed and organize familiarization tours.
- Oversee development, maintenance and promotion of the West Volusia Tourism Advertising Authority (WVTAA) website, including coordination of new design and content elements, enhancement of search engine capabilities and interactive features, integration of online initiatives and regular updates of descriptive copy, events, images and graphic elements. Produce monthly reports for website activity.
- Develop and maintain an appealing and informative presence on social media.
- Work with external agency on traditional and digital advertising initiatives and promotions.
- Manage Visitor Center. Coordinate volunteers and part-time employees' schedules.
- Facilitate the distribution of destination information to consumers and travel industry professionals.
- Assist with developing and marketing tourism programs and promotions that positively affect both the image and economy of West Volusia.
- Assist with budget development, monthly reporting, documenting board meeting minutes and other tasks as assigned.
- Attend work on a regular and consistent basis.
- Must adhere to Federal, State, County and Local ordinances.
- Perform other duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of the West Volusia area and its resources.
- Able to communicate and express ideas clearly and concisely, both orally and in writing to groups and to individuals.
- Able to efficiently utilize computers and other electronic devices and applicable programs (e.g. Word, Excel).
- Knowledge of basic HTML programming and web content management programs.
- Knowledge of basic video production software.
- Available to work effectively under stressful conditions.
- Able to interact effectively with others.
- Able to establish effective working relationships.
- Able to operate a motorized vehicle.

## **MINIMUM REQUIREMENTS**

Bachelor's degree in Marketing, Business Administration, Communications or related field and five (5) years of employment with marketing company.

A comparable amount of education, training, or experience may be substituted for the minimum qualifications.

Must possess a valid driver's license. Must possess and maintain a valid Florida driver's license within 30 days of appointment.

## **ADA REQUIREMENTS**

**Physical Demands:** Sedentary work. Ability to sit, see, hear, talk, walk, stand, bend, reach, climb stairs. Ability to traverse uneven ground. Finger dexterity to operate computers and other electronic devices. Ability to lift, carry, push, pull up to 25 pounds. Visual acuity (peripheral vision, depth perception) necessary to operate a motorized vehicle.

**Environmental Demands:** Primarily inside work. Some exposure to excessive noise, dust, fumes, vibrations, inclement weather to include, but not limited to rain, heat, cold, and/or wind.

**Mental Demands:** Ability to read and comprehend professional manuals, legal documents, ordinances, statutes, instructions, reports, abstracts, financial reports, letters and summaries. Ability to write reports, evaluations, summaries, letters, financial reports, procedures, and policies. Ability to perform advanced mathematical functions. Ability to speak publicly; conversant in theory and practices of discipline; persuasive speaking. Able to analyze data and develop conclusions. Able to identify and resolve problems.

**WEST VOLUSIA TOURISM ADVERTISING AUTHORITY  
MARKETING COORDINATOR  
JOB DESCRIPTION**

**MAJOR FUNCTION**

Responsible role creating tourism alliances and partnerships and strive to increase progressive exposure of the Advertising Authority of West Volusia County (WVTAA).

**ILLUSTRATIVE DUTIES**

*(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)*

- Liaison/outreach with area hotels, events, attractions, tourism offices, and other venues. (Attend meetings, deliver brochures, assist with website and database updates).
- Work with external agencies to develop cooperative marketing strategies.
- Develop and market tourism programs and promotions that positively affect both the image and economy of West Volusia. Works with regional partners and accommodators to develop seasonal packages and other promotions.
- Assist in development and implementation of a marketing plan to advertise and publicize WVTAA.
- Coordinate and attend consumer travel shows, make travel arrangements, process and post travel paperwork following policies and procedures.
- Analyze data collected from trade shows and follow up on leads.
- Attend industry meetings locally, nationally and internationally when applicable for the promotion of WVTAA.
- Assist in the development of new markets (e.g. weddings, wellness, etc.)
- Research and collect information for development of new collaterals, Enewsletters, marketing materials (e.g. wedding guide, coloring book and tear-off map).
- Research and cultivate motor-coach/group market opportunities; develop itineraries FIT's etc.
- Visit AAA offices and make other sales calls as needed to promote WVTAA visibility.
- Serve on various professional committees/boards to promote WVTAA.
- Assist with website and social media administration.
- Assist with WVTAA sponsored events as needed.
- Attend work on a regular and consistent basis.
- Must adhere to Federal, State, County and Local ordinances.
- Perform other duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of the principles of management and their application to the administration of governmental affairs.
- Knowledge of area of assignment, including trends and concerns.
- Able to communicate and express ideas clearly and concisely, both orally and in writing to groups and to individuals.

- Able to efficiently utilize computers and other electronic devices and applicable programs (e.g. Word, Excel).
- Available to work effectively under stressful conditions.
- Able to interact effectively with others.
- Able to establish effective working relationships.
- Able to operate a motorized vehicle.
- Able to travel via automobile, plane and other modes of transportation.
- Able to work and travel throughout the country and overseas, including evenings and weekends.

### **MINIMUM REQUIREMENTS**

Bachelor's degree in Business Administration, Marketing, Journalism, Hospitality or related field and two (2) years of experience in the tourism industry.

A comparable amount of education, training, or experience may be substituted for the minimum qualifications.

Must possess a valid driver's license. Must possess and maintain a valid Florida driver's license within 30 days of appointment.

### **ADA REQUIREMENTS**

**Physical Demands:** Sedentary work. Ability to sit, see, hear, talk, walk, stand, bend, reach, climb stairs. Ability to traverse uneven ground. Finger dexterity to operate computers and other electronic devices. Ability to lift, carry, push, pull up to 25 pounds. Visual acuity (peripheral vision, depth perception) necessary to operate a motorized vehicle.

**Environmental Demands:** Primarily inside work. Some exposure to excessive noise, dust, fumes, vibrations, inclement weather to include, but not limited to rain, heat, cold, and/or wind.

**Mental Demands:** Ability to read and comprehend professional manuals, legal documents, ordinances, statutes, instructions, reports, abstracts, financial reports, letters and summaries. Ability to write reports, evaluations, summaries, letters, financial reports, procedures, and policies. Ability to perform advanced mathematical functions. Ability to speak publicly; conversant in theory and practices of discipline; persuasive speaking. Able to analyze data and develop conclusions. Able to identify and resolve problems.

**WEST VOLUSIA TOURISM ADVERTISING AUTHORITY  
VISITOR SERVICES ASSOCIATE – PART-TIME POSITION  
JOB DESCRIPTION**

**MAJOR FUNCTION**

Responsible role to welcome visitors and to provide regional tourism information for the Advertising Authority of West Volusia County (WVTAA) visitor center.

**ILLUSTRATIVE DUTIES**

*(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)*

- Greet and assist visitors.
- Provide tourism information.
- Answer phone call and record messages.
- Complete day-end reporting.
- Open and close/secure the Visitor Center.
- Light cleaning.
- Attend work on a regular and consistent basis.
- Must adhere to Federal, State, County and Local ordinances.
- Perform other duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of the West Volusia area and its resources.
- Must be courteous, dependable and trustworthy.
- Able to interact effectively with others.
- Able to stand for periods of time.
- Able to work on holidays as needed.

**MINIMUM REQUIREMENTS**

High school diploma or equivalent, computer experience (MS Office, Word, Excel) and internet proficiency.

**ADA REQUIREMENTS**

**Physical Demands:** Sedentary work. Ability to sit, see, hear, talk, walk, stand, bend, reach, climb stairs. Ability to traverse uneven ground. Finger dexterity to operate computers and other electronic devices. Ability to lift, carry, push, pull up to 25 pounds.

**Environmental Demands:** Primarily inside work. Some exposure to excessive noise, dust, fumes, vibrations, inclement weather to include, but not limited to rain, heat, cold, and/or wind.

**Mental Demands:** Ability to read and comprehend professional manuals, ordinances, statutes, instructions, reports, abstracts, letters and summaries. Ability to write reports, evaluations, summaries, letters. Ability to speak publicly; conversant in theory and practices of discipline; persuasive speaking. Able to analyze data and develop conclusions. Able to identify and resolve problems.

**EXHIBIT A.12**

**CURRENT BENEFITS PROVIDED FOR ADVERTISING AUTHORITIES**

**HALIFAX AREA  
ADVERTISING AUTHORITY**

First Payroll Run 07/07/2022

Total 18 employees

Medical 9 participants

Dental 12 participants

Vision 6 participants

401K 9 participants

Life Ins. 1 participant

Aflac 4 participants

**WEST VOLUSIA TOURISM  
ADVERTISING AUTHORITY**

First Payroll Run 7/5/19

6 Employees (3 full time/3 part time)

Medical 3 participants

Dental 3 participants

Vision 3 participants

401K 3 participants

Life 3 participants (Included in leasing fee)

Aflac 2 participants

**SOUTHEAST VOLUSIA  
ADVERTISING AUTHORITY**

First Payroll Run 5/10/13

7 Employees

Medical 2 participant

Dental 2 participants

Vision 2 participants

401K 2 participants

Life Ins. 4 participants

Aflac 1 participants















<b>Class Code</b>	<b>Description</b>
5190	Electrical Wiring within Buildings & Drivers
5506	Street or Road Construction: Paving or Repaving
6217	Excavation & Drivers
7403	Aviation - All Other Employees & Drivers
7704	Firefighters & Drivers
9102	Park NOC - All Employees & Drivers
9403	Garbage, Ashes or Refuse Collection & Drivers
9410	Municipal, Township, County, State Employee NOC
7403	Aviation - Airport or Helicopter Operator - All Employees and Drivers
9403	Garbage, Ashes or Refuse Collection & Drivers















**Employee Leasing & Temporary Services Insurance Requirements**

**1. Required Types of Insurance**

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

**Figure 1:**

TYPE OF INSURANCE															
<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> Alternate Employer Endorsement WC 00 03 01A	Florida Statutory Coverage Bodily Injury by Accident \$ 1,000,000 Each Accident Bodily Injury by Disease \$ 1,000,000 Each Employee Bodily Injury by Disease \$ 1,000 000 Policy Limit														
	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>Premises-Operations</td> <td>\$ 1,000,000</td> </tr> <tr> <td>Products &amp; Completed Ops</td> <td>\$ 1,000,000</td> </tr> <tr> <td>Personal &amp; Adv Inj.</td> <td>\$ 1,000,000</td> </tr> <tr> <td>Fire Damage</td> <td>\$</td> </tr> <tr> <td></td> <td>\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	Premises-Operations	\$ 1,000,000	Products & Completed Ops	\$ 1,000,000	Personal & Adv Inj.	\$ 1,000,000	Fire Damage	\$		\$
	EACH OCCURRENCE	\$ 1,000,000													
GENERAL AGGREGATE	\$ 2,000,000														
Premises-Operations	\$ 1,000,000														
Products & Completed Ops	\$ 1,000,000														
Personal & Adv Inj.	\$ 1,000,000														
Fire Damage	\$														
	\$														
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Endorsement: County Additional Insured both Premises & Operations and Products & Completed Operations <input checked="" type="checkbox"/> Endorsement: Waiver of Subrogation <input checked="" type="checkbox"/> Endorsement: Primary & Non-contributory with any insurance or self-insurance maintained by or available to County. <input checked="" type="checkbox"/> Abuse & Molestation Coverage (Can be provided by stand-alone policy if not included in CGL by endorsement) <input checked="" type="checkbox"/> Coverage for property in care, custody, control (care, custody, and control exclusion removed by endorsement) <input checked="" type="checkbox"/> Project/Contract Specific Limits															
<b>COMMERCIAL AUTO LIABILITY</b> <input checked="" type="checkbox"/> Hired & Non-Owned Autos (Covg. Symbols Codes 8 & 9) <input checked="" type="checkbox"/> Endorsement: County Additional Insured <input checked="" type="checkbox"/> Endorsement: Waiver of Subrogation <input checked="" type="checkbox"/> Endorsement: Primary & Non-contributory with any insurance or self-insurance maintained by or available to County.	<table border="1"> <tr> <td>Combined Single Limit</td> <td>\$ 1,000,000</td> </tr> <tr> <td>Bodily Injury (Per person)</td> <td>\$</td> </tr> <tr> <td>Bodily Injury (Per accident)</td> <td>\$</td> </tr> <tr> <td>Property Damage (Per Accident)</td> <td>\$</td> </tr> </table>	Combined Single Limit	\$ 1,000,000	Bodily Injury (Per person)	\$	Bodily Injury (Per accident)	\$	Property Damage (Per Accident)	\$						
	Combined Single Limit	\$ 1,000,000													
	Bodily Injury (Per person)	\$													
	Bodily Injury (Per accident)	\$													
Property Damage (Per Accident)	\$														

Employee Leasing & Temporary Services Insurance Requirements

<p><b>EXCESS LIABILITY</b></p> <p><input checked="" type="checkbox"/> Follow Form CGL, Auto, WC Employers Liability</p> <p><i>Note: Endorsements required for County Additional Insured, Waiver of Subrogation, Primary &amp; Non-contributory with any insurance or self-insurance maintained by or available to County if Excess policy has an endorsement restricting or excluding these terms.</i></p>	<p>\$ 5,000,000 per Occurrence \$ 5,000,000 Aggregate</p>
<p><i>Note: If County cannot be added as additional insured, then policy shall be endorsed to provide additional insured status if required on the primary policy.</i></p>	
<p><b>EMPLOYMENT PRACTICES LIABILITY</b></p> <p><input checked="" type="checkbox"/> Client defense cost and damages coverage without client sublimit for temporary &amp; leased employees</p> <p><input checked="" type="checkbox"/> Carrier duty to defend and indemnify.</p> <p><input checked="" type="checkbox"/> Placed Temporary &amp; Leased Employee Coverage</p> <p><input checked="" type="checkbox"/> Endorsement: County Additional Insured</p> <p><input checked="" type="checkbox"/> Third Party Coverage for worksite employer where a Temporary Employee is assigned pursuant to written agreement.</p>	<p>\$ 1,000,000 per Claim \$ 2,000,000 Aggregate</p>
<p><b>STAFFING SERVICES MISCELLANEOUS PROFESSIONAL LIABILITY</b></p> <p><input checked="" type="checkbox"/> Endorsement: County Additional Insured</p> <p><input checked="" type="checkbox"/> Endorsement: Waiver of Subrogation</p> <p><input checked="" type="checkbox"/> Endorsement: Primary &amp; Non-contributory with any insurance or self-insurance maintained by or available to County.</p>	<p>\$ 1,000,000 per Claim \$ 2,000,000 Aggregate</p>
<p><b>CRIME</b></p> <p><input checked="" type="checkbox"/> Client property coverage</p> <p><input checked="" type="checkbox"/> Third Party Fidelity Coverage</p> <p><input checked="" type="checkbox"/> Loss Sustained Basis</p>	<p>\$ 500,000 Single Loss Limit</p>
<p><b>CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:</b></p>	
<p><b>Certificate Holder:</b></p> <p>County of Volusia Purchasing &amp; Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720</p> <p>ATTN: Tabatha Freedman, Sr Procurement Analyst</p>	<p>Risk Management Division</p> <p>_____</p>

## Employee Leasing &amp; Temporary Services Insurance Requirements

- A. ***The policy limits for all required policies in Figure 1 shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required in this exhibit.***
- B. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- C. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in Figure 1 above and described below in this Exhibit.
- D. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- E. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- F. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- G. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in *Figure 1* or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County or with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

**Employee Leasing & Temporary Services Insurance Requirements**

- H. Workers' Compensation, Jones Act, U.S. Longshore & Harborworker's Act Insurance. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall be endorsed with WC 00 03 01A, Alternate Employer Endorsement, naming the County as an Alternate Employer under the policy. Policy shall be endorsed to include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers. If Agreement involves Maritime Operations, Contractor's Worker's Compensation Insurance Policy shall include coverage for claims subject to the Federal Jones Act (46 U.S.C.A Section 688) and U.S. Longshore & Harborworkers' Act (33 U.S.C.A. Section 901). Coverage for the U.S. Longshore & Harborworker's Act shall be at the statutory amount. Coverage limits for the Jones Act shall be not less than \$1,000,000. Contractor will be permitted to provide Jones Act Coverage through a separate Protection & Indemnity Policy in so far as the coverage provided is no less restrictive than would have been provided by a Workers' Compensation Policy.
- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).
- I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage,

**Employee Leasing & Temporary Services Insurance Requirements**

Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 for Premises & Operations and CG 20 37 for Products & Completed Operations or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. All commercial general liability policies shall be endorsed to 1.) name the County and any other party required by this Agreement to be named as an additional insured, 2.) to provide a waiver of subrogation in favor of the County and any other additional insured required by this Agreement, and 3.) to be primary and non-contributory with any insurance or self-insurance maintained by the County and any other party required by this Agreement to be named as an additional insured.

- J. Abuse & Molestation. The Contractor shall secure and maintain during the term of the Agreement an Abuse & Molestation policy covering claims of abusive conduct (defined as all actual, threatened, or alleged acts of physical abuse, sexual abuse, sexual molestation, sexual misconduct, sexual injury arising out of a single act or continuous or repeated exposure of one person or more people to multiple acts of a sexual nature with policy limits no less than those required in *Figure 1*. Policy can be a stand-alone policy or can be added by endorsement to the Commercial General Liability policy. ***If Abuse & Molestation coverage is by endorsement to another policy required in Figure 1, then the limits for Abuse & Molestation shall be separate (they shall not be shared) and in addition to the underlying policy limits.***
- K. Commercial Auto Liability. The Contractor shall secure and maintain during the term of the Agreement Commercial Auto Liability coverage in amounts of no less than those in *Figure 1* with a combined single limit of the amount shown above with Hired & Non-Owned, Coverage Symbols 8 & 9, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*. Policy shall be endorsed to provide a waiver of subrogation and to be primary and non-contributory with any insurance or self-insurance available to the County or any additional insured. ***If Commercial Auto Liability is by endorsement to another policy required in Figure 1, then the limits for Commercial Auto Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. Commercial Auto Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.***
- L. Excess/Umbrella Liability. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required minimum limits of coverage in *Figure 1*. Evidence of such coverage shall clearly demonstrate the underlying coverages/policies that are included.

Excess/Umbrella policies shall be written on a follow form basis subject to the same terms, definitions, exclusions and conditions as the primary policies it follows. If the



**Employee Leasing & Temporary Services Insurance Requirements**

policy has an endorsement or restriction excluding or limiting the provision of coverage to additional insureds, waiver of subrogation, and/or primary and non-contributory endorsements on the primary policies, then the excess/umbrella policy shall be endorsed extending these terms and conditions to the County.

- M. Employment Practices Liability. Contractor shall maintain an Employment Practices Liability Insurance policy with limits not less than those specified in *Figure 1*. Policy shall include coverage for, but not be limited to, discrimination, retaliation, harassment, wrongful termination, negligent training or supervision, failure to promote, discipline, or deprivation of career opportunity. Policy shall include both a duty to defend and a duty to indemnify by the insurance carrier. Policy shall include coverage for client defense costs and client damages with the full policy limits available to the County without a sublimit. Policy shall not exclude coverage for claims made by temporary or leased employees. Policy shall be endorsed to name County as additional insured, or in the alternative, include the client in the definition of an Insured. Policy shall include, but not be limited to, Third Party Wrongful Act coverage for discrimination, sexual, or other harassment against third parties with whom temporary and leased employees interact for the worksite employer where a temporary employee is assigned pursuant to a written contract. ***If Employment Practices Liability policy is by endorsement to another policy required in Figure 1, then the limits for Employment Practices Liability shall be separate and in addition to, and shall not exhaust, the underlying policy limits.***
- N. Miscellaneous Staffing Services Professional Liability. Contractor shall secure and maintain, during the term of the Agreement, Miscellaneous Professional Liability insurance with limits of no less than the amounts shown in *Figure 1*. Policy language shall *clearly* identify professional liability coverage for acts, errors, and omissions of Contractor in the provision of Staffing Services in the identification, appraisal, and employment roles performed in placement of temporary and leased employees by Contractor for the County under this Agreement; and for fulfillment of any administrative functions performed by Contractor that would otherwise normally be fulfilled by County Human Resources. ***If professional liability policy is by endorsement to another policy required in Figure 1, then the limits for professional liability shall be separate and in addition to, and shall not exhaust, the underlying policy limits.*** Policy shall be endorsed to name County as additional insured, provide a waiver of subrogation in favor of County, and to be primary to and non-contributory with any insurance or self-insurance maintained by or available to County.
- O. Crime Insurance Policy. The Contractor shall secure and maintain a Crime insurance policy. Policy shall cover both crime and dishonesty exposures. Policy shall be endorsed to provide coverage for losses of client property. Policy shall include Third Party Fidelity Coverage.
- P. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

## Employee Leasing &amp; Temporary Services Insurance Requirements

2. Insurance Requirements

## A. General Insurance Requirements:

- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including, but not limited to, Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception request to be considered for this solicitation.

The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions will not be considered. Subject to

**Employee Leasing & Temporary Services Insurance Requirements**

County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

- vii. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

**3. Proof of Insurance**

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
  - B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required insurance policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and at any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or provision of requested policies required hereunder is not provided to the County.
  - C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
  - D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
4. The provisions of this Exhibit C shall survive the cancellation or termination of the Agreement.

## FEDERAL CONTRACT PROVISIONS

### Contractor agrees to comply with all requirements checked below

- Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA/Federal grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

- Copeland Anti-Kickback Act**

This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”



**Contract Work Hours and Safety Standards Act**

This requirement applies to all FEMA/Federal contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



**Rights to Inventions Made Under a Contract or Agreement**

If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**Clean Air Act and the Federal Water Pollution Control Act**

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment and Suspension**

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R.

pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.

**Byrd Anti-Lobbying Amendment**

*This requirement applies to all FEMA/Federal grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(1); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.*

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.

**Procurement Of Recovered Materials**

*This requirement applies to all contracts awarded by a non-federal entity under FEMA/Federal grant and cooperative agreement programs.*

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Access to Records**

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA (Federal grant) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA (Federal grant) Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.



- 4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA (Federal grant) Administrator or the Comptroller General of the United States.

**Changes**

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA/Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA/Federal policies, procedures, and directives.”

**No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

**Domestic Preferences for Procurements**

The Contractor acknowledges that they, as appropriate and to the extent consistent with law, shall, when practicable purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). [See 2 C.F.R. Part 200.322.](#)

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

*Required for all contracts. As it relates to the prime contractor, FEMA recommends the inclusion of this requirement in the solicitation as well as the contract.*

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prohibition on certain telecommunications and video surveillance services or equipment.**

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (a) Procure or obtain;
  - (b) Extend or renew a contract to procure or obtain; or
  - (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected

**EXHIBIT D**

**23-P-83TF**

entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115-232, section 889 for additional information.

4. See also 2 CFR §200.471. Telecommunication costs and video surveillance costs.

- (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
- (b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

x 

Authorized Signature		
Heather Beyer		
Printed Name		
Chief Operating Officer	Type text here	5/17/2023
Title		Date
Lyneer Staffing Solutions, LLC		
Company Name		
134 Franklin Corner Rd, 1st Floor, Lawrenceville NJ 08648		
Full Address		
904-517-7454	877-476-2366	hbeyer@lyneer.com
Telephone	Fax	E-mail Address

APPENDIX A, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-

LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Lyneer Staffing Solutions, LLC

By: 

Date: 5/17/2023

Title: Chief Operating Officer

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered

Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX B, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Lyneer Staffing Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Heather Beyer

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

5/17/2023

\_\_\_\_\_  
Date

**23-P-83TF Employee Leasing & Temporary Services Initial Term; Award through 09/29/2024**

TEMPORARY POSITIONS	Worker's Comp Code	Aue Staffing			FastTrack Staffing, Inc.			Infojini, Inc.			Innovative Systems Group of Florida, Inc. (ISGF)		
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %
<b>County of Volusia Job Classifications</b>													
Senior Accounting Clerk	8810	\$16.50	\$21.45	30.00%	\$17.17	\$22.32	30.00%	\$26.00	\$34.32	32.00%	\$18.64	\$27.59	48.00%
Accounting Specialist	8810	\$18.25	\$23.73	30.00%	\$18.78	\$24.41	30.00%	\$45.00	\$59.40	32.00%	\$16.66	\$24.66	48.00%
Administrative Assistant	8810	\$18.25	\$23.73	30.00%	\$18.78	\$24.41	30.00%	\$17.00	\$22.44	32.00%	\$18.00	\$26.64	48.00%
Senior Administrative Assistant	8810	\$20.00	\$26.00	30.00%	\$20.54	\$26.70	30.00%	\$18.00	\$23.76	32.00%	\$20.00	\$29.60	48.00%
Administrative Specialist	8810	\$18.25	\$23.73	30.00%	\$22.19	\$28.85	30.00%	\$33.00	\$43.56	32.00%	\$16.66	\$24.66	48.00%
Appraiser I	9410	\$15.50	\$20.15	30.00%	NO BID			\$22.00	\$29.04	32.00%	\$25.00	\$35.25	41.00%
Appraiser II	9410	\$18.00	\$23.40	30.00%	NO BID			\$30.00	\$39.60	32.00%	\$29.00	\$40.89	41.00%
Communications Technician	8810	\$19.00	\$24.70	30.00%	\$19.64	\$25.53	30.00%	\$32.00	\$42.24	32.00%	\$17.26	\$25.54	48.00%
Computer Support Analyst I	8810	\$24.00	\$31.20	30.00%	\$24.74	\$32.16	30.00%	\$26.00	\$34.32	32.00%	\$18.05	\$26.71	48.00%
Computer Support Analyst II	8810	\$27.00	\$35.10	30.00%	\$27.71	\$36.02	30.00%	\$32.00	\$42.24	32.00%	\$20.59	\$30.47	48.00%
Environmental Specialist I	9410	No bid			NO BID			\$24.00	\$31.68	32.00%	\$20.00	\$28.20	41.00%
Environmental Specialist II	9410	No bid			NO BID			\$30.00	\$39.60	32.00%	\$21.50	\$30.32	41.00%
Environmental Specialist III	9410	No bid			NO BID			\$33.00	\$43.56	32.00%	\$23.00	\$32.43	41.00%
Environmental Technician	9410	No bid			NO BID			\$30.00	\$39.60	32.00%	\$24.68	\$34.80	41.00%
Equipment Operator I	5506	No bid			NO BID			\$16.00	\$24.00	50.00%	NO BID		
Equipment Operator I	6217	No bid			NO BID			\$16.00	\$24.00	50.00%	NO BID		
Equipment Operator II	5506	No bid			NO BID			\$17.00	\$25.50	50.00%	NO BID		
Equipment Operator II	6217	No bid			NO BID			\$17.00	\$25.50	50.00%	NO BID		
Equipment Operator III	5506	No bid			NO BID			\$18.00	\$27.00	50.00%	NO BID		
Equipment Operator III	6217	No bid			NO BID			\$18.00	\$27.00	50.00%	NO BID		
Fire Inspector	7704	No bid			NO BID			\$33.00	\$49.50	50.00%	NO BID		
Landfill Attendent	8810	\$15.50	\$20.15	30.00%	NO BID			\$20.00	\$30.00	50.00%	\$21.00	\$31.08	48.00%
Legal Assistant	8810	\$18.25	\$23.73	30.00%	\$18.78	\$24.41	30.00%	\$28.00	\$36.96	32.00%	\$25.00	\$37.00	48.00%
Maintenance Worker	9102	No bid			NO BID			\$18.00	\$27.00	50.00%	NO BID		
Maintenance Worker	9403	No bid			NO BID			\$18.00	\$27.00	50.00%	NO BID		
Senior Maintenance Worker	9102	No bid			NO BID			\$20.00	\$30.00	50.00%	NO BID		
Senior Maintenance Worker	9403	No bid			NO BID			\$20.00	\$30.00	50.00%	NO BID		
Office Specialist I	8810	\$15.50	\$20.15	30.00%	\$16.00	\$20.80	30.00%	\$30.00	\$39.60	32.00%	\$16.62	\$24.60	48.00%
Office Specialist II	8810	\$16.00	\$20.80	30.00%	\$16.50	\$21.45	30.00%	\$33.00	\$43.56	32.00%	\$18.59	\$27.51	48.00%
Projects Coordinator	8810	\$20.75	\$26.98	30.00%	\$21.49	\$27.94	30.00%	\$33.00	\$43.56	32.00%	\$22.00	\$32.56	48.00%
Social Services Aide	8810	\$15.50	\$20.15	30.00%	\$16.00	\$20.80	30.00%	\$27.00	\$35.64	32.00%	\$18.00	\$26.64	48.00%
Social Worker	8810	\$20.00	\$26.00	30.00%	\$20.54	\$26.70	30.00%	\$33.00	\$49.50	50.00%	\$23.00	\$34.04	48.00%
Trades Worker	5190	No bid			NO BID			\$20.00	\$30.00	50.00%	NO BID		
Trades Worker	7403	No bid			NO BID			\$20.00	\$30.00	50.00%	NO BID		
Trades Worker	9102	No bid			NO BID			\$20.00	\$30.00	50.00%	NO BID		
Senior Trades Worker	7403	No bid			NO BID			\$21.00	\$31.50	50.00%	NO BID		
Senior Trades Worker	9102	No bid			NO BID			\$21.00	\$31.50	50.00%	NO BID		
Senior Trades Worker	5190	No bid			NO BID			\$21.00	\$31.50	50.00%	NO BID		
<b>Leased Positions</b>	Advertising Authorities			19.15%	N/A			No Bid			No Bid		
	All Other Positions			30.00%	N/A			No Bid			No Bid		

**23-P-83TF Employee Leasing & Temporary Services Initial Term; Award through 09/29/2024**

TEMPORARY POSITIONS	Worker's Comp Code	Lyneer Staffing Solutions, LLC			Sunshine Enterprise USA, LLC			Tampa Service Company, Inc. dba Pacesetter Personnel Services			
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	
<b>County of Volusia Job Classifications</b>											
Senior Accounting Clerk	8810	\$24.00	\$30.96	29.00%	\$17.17	\$23.18	35.00%	No Bid	No Bid	No Bid	
Accounting Specialist	8810	\$25.00	\$32.25	29.00%	\$18.78	\$25.35	35.00%	No Bid	No Bid	No Bid	
Administrative Assistant	8810	\$16.00	\$20.64	29.00%	\$18.78	\$25.35	35.00%	No Bid	No Bid	No Bid	
Senior Administrative Assistant	8810	\$18.00	\$23.22	29.00%	\$20.54	\$27.73	35.00%	No Bid	No Bid	No Bid	
Administrative Specialist	8810	\$19.00	\$24.51	29.00%	\$22.19	\$29.96	35.00%	No Bid	No Bid	No Bid	
Appraiser I	9410	NO BID	No Bid	No Bid	\$16.17	\$21.83	35.00%	No Bid	No Bid	No Bid	
Appraiser II	9410	NO BID	No Bid	No Bid	\$18.64	\$25.16	35.00%	No Bid	No Bid	No Bid	
Communications Technician	8810	\$22.00	\$28.38	29.00%	\$19.64	\$26.51	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst I	8810	\$24.00	\$30.96	29.00%	\$24.75	\$33.41	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst II	8810	\$28.00	\$36.12	29.00%	\$27.71	\$37.41	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist I	9410	\$23.00	\$30.36	32.00%	\$21.02	\$28.38	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist II	9410	\$25.00	\$33.00	32.00%	\$24.74	\$33.40	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist III	9410	\$27.00	\$35.64	32.00%	\$29.37	\$39.65	35.00%	No Bid	No Bid	No Bid	
Environmental Technician	9410	\$25.00	\$33.00	32.00%	\$19.64	\$26.51	35.00%	No Bid	No Bid	No Bid	
Equipment Operator I	5506	NO BID	No Bid	No Bid	\$15.60	\$21.06	40.00%	No Bid	No Bid	No Bid	
Equipment Operator I	6217	NO BID	No Bid	No Bid	\$15.60	\$21.06	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	5506	NO BID	No Bid	No Bid	\$16.50	\$22.28	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	6217	NO BID	No Bid	No Bid	\$16.50	\$22.28	40.00%	No Bid	No Bid	No Bid	
Equipment Operator III	5506	NO BID	No Bid	No Bid	\$17.95	\$24.23	40.00%	No Bid	No Bid	No Bid	
Equipment Operator III	6217	NO BID	No Bid	No Bid	\$17.95	\$24.23	40.00%	No Bid	No Bid	No Bid	
Fire Inspector	7704	NO BID	No Bid	No Bid	\$21.49	\$29.01	35.00%	No Bid	No Bid	No Bid	
Landfill Attendant	8810	NO BID	No Bid	No Bid	\$15.60	\$21.06	35.00%	No Bid	No Bid	No Bid	
Legal Assistant	8810	\$25.00	\$32.25	29.00%	\$18.78	\$25.35	35.00%	No Bid	No Bid	No Bid	
Maintenance Worker	9102	\$18.00	\$23.76	32.00%	\$15.00	\$20.25	35.00%	\$13.00	\$18.07	39.00%	
Maintenance Worker	9403	NO BID	No Bid	No Bid	\$15.00	\$20.25	35.00%	\$13.00	\$18.07	39.00%	
Senior Maintenance Worker	9102	\$20.00	\$26.40	32.00%	\$16.00	\$21.60	35.00%	\$13.00	\$18.07	39.00%	
Senior Maintenance Worker	9403	NO BID	No Bid	No Bid	\$16.00	\$21.60	35.00%	\$13.00	\$18.07	39.00%	
Office Specialist I	8810	\$17.00	\$21.93	29.00%	\$16.00	\$21.60	35.00%	No Bid	No Bid	No Bid	
Office Specialist II	8810	\$19.00	\$24.51	29.00%	\$16.50	\$22.28	35.00%	No Bid	No Bid	No Bid	
Projects Coordinator	8810	\$18.00	\$23.22	29.00%	\$21.49	\$29.01	35.00%	No Bid	No Bid	No Bid	
Social Services Aide	8810	\$20.00	\$25.80	29.00%	\$16.00	\$21.60	35.00%	No Bid	No Bid	No Bid	
Social Worker	8810	\$30.00	\$38.70	29.00%	\$20.54	\$27.73	35.00%	No Bid	No Bid	No Bid	
Trades Worker	5190	\$25.00	\$33.00	32.00%	\$17.95	\$24.23	35.00%	\$13.00	\$18.07	39.00%	
Trades Worker	7403	NO BID	No Bid	No Bid	\$17.95	\$24.23	35.00%	\$13.00	\$18.07	39.00%	
Trades Worker	9102	\$25.00	\$33.00	32.00%	\$17.95	\$24.23	35.00%	\$13.00	\$18.07	39.00%	
Senior Trades Worker	7403	NO BID	No Bid	No Bid	\$20.54	\$27.73	35.00%	\$13.50	\$18.77	39.00%	
Senior Trades Worker	9102	\$27.00	\$35.64	32.00%	\$20.54	\$27.73	35.00%	\$13.50	\$18.77	39.00%	
Senior Trades Worker	5190	\$27.00	\$35.64	32.00%	\$20.54	\$27.73	35.00%	\$13.50	\$18.77	39.00%	
<b>Leased Positions</b>	Advertising Authorities			19.87%				35.00%			No Bid
	All Other Positions			21.98%				35.00%			No Bid

**Note: The County reserves the right to add or delete positions as required.**



**23-P-83TF Employee Leasing & Temporary Services 09/30/2024 - 09/29/2025**

TEMPORARY POSITIONS	Worker's Comp Code	Aue Staffing			FastTrack Staffing, Inc.			Infojini, Inc.			Innovative Systems Group of Florida, Inc. (ISGF)		
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %
<b>County of Volusia Job Classifications</b>													
Senior Accounting Clerk	8810	\$16.50	\$21.45	30.00%	\$18.17	\$23.62	30.00%	\$26.52	\$35.01	32.00%	\$19.39	\$28.70	48.00%
Accounting Specialist	8810	\$18.25	\$23.73	30.00%	\$19.78	\$25.71	30.00%	\$45.90	\$60.59	32.00%	\$17.33	\$25.95	48.00%
Administrative Assistant	8810	\$18.25	\$23.73	30.00%	\$19.78	\$25.71	30.00%	\$17.34	\$22.89	32.00%	\$18.72	\$27.71	48.00%
Senior Administrative Assistant	8810	\$20.00	\$26.00	30.00%	\$21.54	\$28.00	30.00%	\$18.36	\$24.24	32.00%	\$20.80	\$30.78	48.00%
Administrative Specialist	8810	\$18.25	\$23.73	30.00%	\$23.19	\$30.15	30.00%	\$33.66	\$44.43	32.00%	\$17.33	\$25.65	48.00%
Appraiser I	9410	\$15.50	\$20.15	30.00%	NO BID			\$22.44	\$29.62	32.00%	\$26.00	\$36.66	41.00%
Appraiser II	9410	\$18.00	\$23.40	30.00%	NO BID			\$30.60	\$40.39	32.00%	\$30.16	\$42.53	41.00%
Communications Technician	8810	\$19.00	\$24.70	30.00%	\$20.64	\$26.83	30.00%	\$32.64	\$43.08	32.00%	\$17.95	\$25.57	48.00%
Computer Support Analyst I	8810	\$24.00	\$31.20	30.00%	\$25.74	\$33.46	30.00%	\$26.52	\$35.01	32.00%	\$18.77	\$27.78	48.00%
Computer Support Analyst II	8810	\$27.00	\$35.10	30.00%	\$28.71	\$37.32	30.00%	\$32.64	\$43.08	32.00%	\$21.41	\$31.69	48.00%
Environmental Specialist I	9410	No bid			NO BID			\$24.48	\$32.31	\$0.32	\$20.80	\$29.33	41.00%
Environmental Specialist II	9410	No bid			NO BID			\$30.60	\$40.39	\$0.32	\$22.36	\$31.53	41.00%
Environmental Specialist III	9410	No bid			NO BID			\$33.66	\$44.43	\$0.32	\$23.92	\$33.73	41.00%
Environmental Technician	9410	No bid			NO BID			\$30.60	\$40.39	\$0.32	\$25.67	\$36.19	41.00%
Equipment Operator I	5506	No bid			NO BID			\$16.32	\$24.48	\$0.50	NO BID		
Equipment Operator I	6217	No bid			NO BID			\$16.32	\$24.48	\$0.50	NO BID		
Equipment Operator II	5506	No bid			NO BID			\$17.34	\$26.01	\$0.50	NO BID		
Equipment Operator II	6217	No bid			NO BID			\$17.34	\$26.01	\$0.50	NO BID		
Equipment Operator III	5506	No bid			NO BID			\$18.36	\$27.54	\$0.50	NO BID		
Equipment Operator III	6217	No bid			NO BID			\$18.36	\$27.54	\$0.50	NO BID		
Fire Inspector	7704	No bid			NO BID			\$33.66	\$50.49	\$0.50	NO BID		
Landfill Attendant	8810	\$15.50	\$20.15	30.00%	NO BID			\$20.40	\$30.60	50.00%	\$21.84	\$32.32	48.00%
Legal Assistant	8810	\$18.25	\$23.73	30.00%	\$19.78	\$25.71	30.00%	\$28.56	\$37.70	32.00%	\$26.00	\$38.48	48.00%
Maintenance Worker	9102	No bid			NO BID			\$18.36	\$27.54	\$0.50	NO BID		
Maintenance Worker	9403	No bid			NO BID			\$18.36	\$27.54	\$0.50	NO BID		
Senior Maintenance Worker	9102	No bid			NO BID			\$20.40	\$30.60	\$0.50	NO BID		
Senior Maintenance Worker	9403	No bid			NO BID			\$20.40	\$30.60	\$0.50	NO BID		
Office Specialist I	8810	\$15.50	\$20.15	30.00%	\$17.00	\$22.10	30.00%	\$30.60	\$40.39	32.00%	\$17.28	\$25.57	48.00%
Office Specialist II	8810	\$16.00	\$20.80	30.00%	\$17.50	\$22.75	30.00%	\$33.66	\$44.43	32.00%	\$19.33	\$28.61	48.00%
Projects Coordinator	8810	\$20.75	\$26.98	30.00%	\$22.49	\$29.24	30.00%	\$33.66	\$44.43	32.00%	\$22.88	\$33.86	48.00%
Social Services Aide	8810	\$15.50	\$20.15	30.00%	\$17.00	\$22.10	30.00%	\$27.54	\$36.35	32.00%	\$18.72	\$27.71	48.00%
Social Worker	8810	\$20.00	\$26.00	30.00%	\$21.54	\$28.00	30.00%	\$33.66	\$50.49	50.00%	\$23.92	\$35.40	48.00%
Trades Worker	5190	No bid			NO BID			\$20.40	\$30.60	\$0.50	NO BID		
Trades Worker	7403	No bid			NO BID			\$20.40	\$30.60	\$0.50	NO BID		
Trades Worker	9102	No bid			NO BID			\$20.40	\$30.60	\$0.50	NO BID		
Senior Trades Worker	7403	No bid			NO BID			\$21.42	\$32.13	\$0.50	NO BID		
Senior Trades Worker	9102	No bid			NO BID			\$21.42	\$32.13	\$0.50	NO BID		
Senior Trades Worker	5190	No bid			NO BID			\$21.42	\$32.13	\$0.50	NO BID		
<b>Leased Positions</b>	Advertising Authorities			19.15%							No Bid		
	All Other Positions			30.00%							No Bid		

**23-P-83TF Employee Leasing & Temporary Services 09/30/2024 - 09/29/2025**

TEMPORARY POSITIONS	Worker's Comp Code	Lyneer Staffing Solutions, LLC			Sunshine Enterprise USA, LLC			Tampa Service Company, Inc. dba Pacesetter Personnel Services		
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %
<b>County of Volusia Job Classifications</b>										
Senior Accounting Clerk	8810	\$24.00	\$30.96	29.00%	\$17.77	\$23.99	35.00%	No Bid	No Bid	No Bid
Accounting Specialist	8810	\$25.00	\$32.25	29.00%	\$19.44	\$26.24	35.00%	No Bid	No Bid	No Bid
Administrative Assistant	8810	\$16.00	\$20.64	29.00%	\$19.44	\$26.24	35.00%	No Bid	No Bid	No Bid
Senior Administrative Assistant	8810	\$18.00	\$23.22	29.00%	\$21.26	\$28.70	35.00%	No Bid	No Bid	No Bid
Administrative Specialist	8810	\$19.00	\$24.51	29.00%	\$22.97	\$31.00	35.00%	No Bid	No Bid	No Bid
Appraiser I	9410	NO BID	No Bid	No Bid	\$16.74	\$22.59	35.00%	No Bid	No Bid	No Bid
Appraiser II	9410	NO BID	No Bid	No Bid	\$19.29	\$26.04	35.00%	No Bid	No Bid	No Bid
Communications Technician	8810	\$22.00	\$28.38	29.00%	\$20.33	\$27.44	35.00%	No Bid	No Bid	No Bid
Computer Support Analyst I	8810	\$24.00	\$30.96	29.00%	\$25.62	\$34.58	35.00%	No Bid	No Bid	No Bid
Computer Support Analyst II	8810	\$28.00	\$36.12	29.00%	\$28.68	\$38.72	35.00%	No Bid	No Bid	No Bid
Environmental Specialist I	9410	\$23.00	\$30.36	32.00%	\$21.76	\$29.37	35.00%	No Bid	No Bid	No Bid
Environmental Specialist II	9410	\$25.00	\$33.00	32.00%	\$25.61	\$34.57	35.00%	No Bid	No Bid	No Bid
Environmental Specialist III	9410	\$27.00	\$35.64	32.00%	\$30.40	\$41.04	35.00%	No Bid	No Bid	No Bid
Environmental Technician	9410	\$25.00	\$33.00	32.00%	\$20.33	\$27.44	35.00%	No Bid	No Bid	No Bid
Equipment Operator I	5506	NO BID	No Bid	No Bid	\$16.22	\$22.71	40.00%	No Bid	No Bid	No Bid
Equipment Operator I	6217	NO BID	No Bid	No Bid	\$16.22	\$22.71	40.00%	No Bid	No Bid	No Bid
Equipment Operator II	5506	NO BID	No Bid	No Bid	\$17.16	\$24.02	40.00%	No Bid	No Bid	No Bid
Equipment Operator II	6217	NO BID	No Bid	No Bid	\$17.16	\$24.02	40.00%	No Bid	No Bid	No Bid
Equipment Operator III	5506	NO BID	No Bid	No Bid	\$18.67	\$26.14	40.00%	No Bid	No Bid	No Bid
Equipment Operator III	6217	NO BID	No Bid	No Bid	\$18.67	\$26.14	40.00%	No Bid	No Bid	No Bid
Fire Inspector	7704	NO BID	No Bid	No Bid	\$22.24	\$30.03	35.00%	No Bid	No Bid	No Bid
Landfill Attendent	8810	NO BID	No Bid	No Bid	\$16.15	\$21.80	35.00%	No Bid	No Bid	No Bid
Legal Assistant	8810	\$25.00	\$32.25	29.00%	\$19.44	\$26.24	35.00%	No Bid	No Bid	No Bid
Maintenance Worker	9102	\$18.00	\$23.76	32.00%	\$15.53	\$20.96	35.00%	\$14.00	\$19.46	39.00%
Maintenance Worker	9403	NO BID	No Bid	No Bid	\$15.53	\$20.96	35.00%	\$14.00	\$19.46	39.00%
Senior Maintenance Worker	9102	\$20.00	\$26.40	32.00%	\$16.56	\$22.36	35.00%	\$14.00	\$19.46	39.00%
Senior Maintenance Worker	9403	NO BID	No Bid	No Bid	\$16.56	\$22.36	35.00%	\$14.00	\$19.46	39.00%
Office Specialist I	8810	\$17.00	\$21.93	29.00%	\$16.56	\$22.36	35.00%	No Bid	No Bid	No Bid
Office Specialist II	8810	\$19.00	\$24.51	29.00%	\$17.08	\$23.05	35.00%	No Bid	No Bid	No Bid
Projects Coordinator	8810	\$18.00	\$23.22	29.00%	\$22.24	\$30.03	35.00%	No Bid	No Bid	No Bid
Social Services Aide	8810	\$20.00	\$25.80	29.00%	\$16.56	\$22.36	35.00%	No Bid	No Bid	No Bid
Social Worker	8810	\$30.00	\$38.70	29.00%	\$21.26	\$28.70	35.00%	No Bid	No Bid	No Bid
Trades Worker	5190	\$25.00	\$33.00	32.00%	\$18.58	\$25.08	35.00%	\$14.00	\$19.46	39.00%
Trades Worker	7403	NO BID	No Bid	No Bid	\$18.58	\$25.08	35.00%	\$14.00	\$19.46	39.00%
Trades Worker	9102	\$25.00	\$33.00	32.00%	\$18.58	\$25.08	35.00%	\$14.00	\$19.46	39.00%
Senior Trades Worker	7403	NO BID	No Bid	No Bid	\$21.26	\$28.70	35.00%	\$14.50	\$20.16	39.00%
Senior Trades Worker	9102	\$27.00	\$35.64	32.00%	\$21.26	\$28.70	35.00%	\$14.50	\$20.16	39.00%
Senior Trades Worker	5190	\$27.00	\$35.64	32.00%	\$21.26	\$28.70	35.00%	\$14.50	\$20.16	39.00%
Leased Positions	Advertising Authorities			19.87%			35.00%			No Bid
	All Other Positions			21.98%			35.00%			No Bid

Note: The County reserves the right to add or delete positions as required.

**23-P-83TF Employee Leasing & Temporary Services 09/30/2025 - 09/29/2026**

TEMPORARY POSITIONS	Worker's Comp Code	Aue Staffing			FastTrack Staffing, Inc.			Infojini, Inc.			Innovative Systems Group of Florida, Inc. (ISGF)		
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %
County of Volusia Job Classifications													
Senior Accounting Clerk	8810	\$16.60	\$21.58	30.00%	\$19.17	\$24.92	30.00%	\$27.05	\$35.71	32.00%	\$20.17	\$29.85	48.00%
Accounting Specialist	8810	\$18.35	\$23.86	30.00%	\$20.78	\$27.01	30.00%	\$46.82	\$61.80	32.00%	\$18.02	\$26.67	48.00%
Administrative Assistant	8810	\$18.35	\$23.86	30.00%	\$20.78	\$27.01	30.00%	\$17.69	\$23.35	32.00%	\$19.47	\$28.82	48.00%
Senior Administrative Assistant	8810	\$20.10	\$26.13	30.00%	\$22.54	\$29.30	30.00%	\$18.73	\$24.72	32.00%	\$21.63	\$32.01	48.00%
Administrative Specialist	8810	\$18.35	\$23.86	30.00%	\$24.19	\$31.45	30.00%	\$34.33	\$45.32	32.00%	\$18.02	\$26.67	48.00%
Appraiser I	9410	\$15.60	\$20.28	30.00%	NO BID			\$22.89	\$30.21	32.00%	\$27.04	\$38.13	41.00%
Appraiser II	9410	\$18.10	\$23.53	30.00%	NO BID			\$31.21	\$41.20	32.00%	\$31.37	\$44.23	41.00%
Communications Technician	8810	\$19.10	\$24.83	30.00%	\$21.64	\$28.13	30.00%	\$33.29	\$43.95	32.00%	\$18.67	\$27.63	48.00%
Computer Support Analyst I	8810	\$24.10	\$31.33	30.00%	\$26.74	\$34.76	30.00%	\$27.05	\$35.71	32.00%	\$19.52	\$28.89	48.00%
Computer Support Analyst II	8810	\$27.10	\$35.23	30.00%	\$29.74	\$38.66	30.00%	\$33.29	\$43.95	32.00%	\$22.27	\$32.96	48.00%
Environmental Specialist I	9410	No bid			NO BID			\$24.97	\$32.96	32.00%	\$21.62	\$30.48	41.00%
Environmental Specialist II	9410	No bid			NO BID			\$31.21	\$41.20	32.00%	\$23.25	\$32.78	41.00%
Environmental Specialist III	9410	No bid			NO BID			\$34.33	\$45.32	32.00%	\$24.88	\$35.08	41.00%
Environmental Technician	9410	No bid			NO BID			\$31.21	\$41.20	32.00%	\$26.70	\$37.65	41.00%
Equipment Operator I	5506	No bid			NO BID			\$16.65	\$24.97	50.00%	NO BID		
Equipment Operator I	6217	No bid			NO BID			\$16.65	\$24.97	50.00%	NO BID		
Equipment Operator II	5506	No bid			NO BID			\$17.69	\$26.53	50.00%	NO BID		
Equipment Operator II	6217	No bid			NO BID			\$17.69	\$26.53	50.00%	NO BID		
III	5506	No bid			NO BID			\$18.73	\$28.09	50.00%	NO BID		
III	6217	No bid			NO BID			\$18.73	\$28.09	50.00%	NO BID		
Fire Inspector	7704	No bid			NO BID			\$34.33	\$51.50	50.00%	NO BID		
Landfill Attendant	8810	\$15.60	\$20.28	30.00%	NO BID			\$20.81	\$31.21	50.00%	\$22.26	\$32.94	48.00%
Legal Assistant	8810	\$18.35	\$23.86	30.00%	\$20.78	\$27.01	30.00%	\$29.13	\$38.45	32.00%	\$27.04	\$40.02	48.00%
Maintenance Worker	9102	No bid			NO BID			\$18.73	\$28.09	50.00%	NO BID		
Maintenance Worker	9403	No bid			NO BID			\$18.73	\$28.09	50.00%	NO BID		
Senior Maintenance Worker	9102	No bid			NO BID			\$20.81	\$31.21	50.00%	NO BID		
Senior Maintenance Worker	9403	No bid			NO BID			\$20.81	\$31.21	50.00%	NO BID		
Office Specialist I	8810	\$15.60	\$20.28	30.00%	\$18.00	\$23.40	30.00%	\$31.21	\$41.20	32.00%	\$17.97	\$26.60	48.00%
Office Specialist II	8810	\$16.10	\$20.93	30.00%	\$18.50	\$24.05	30.00%	\$34.33	\$45.32	32.00%	\$20.10	\$29.75	48.00%
Projects Coordinator	8810	\$20.85	\$27.11	30.00%	\$23.49	\$30.54	30.00%	\$34.33	\$45.32	32.00%	\$23.80	\$35.22	48.00%
Social Services Aide	8810	\$15.60	\$20.28	30.00%	\$18.00	\$23.40	30.00%	\$28.09	\$37.08	32.00%	\$19.47	\$28.82	48.00%
Social Worker	8810	\$20.10	\$26.13	30.00%	\$22.54	\$29.30	30.00%	\$34.33	\$51.50	50.00%	\$24.88	\$36.82	48.00%
Trades Worker	5190	No bid			NO BID			\$20.81	\$31.21	50.00%	NO BID		
Trades Worker	7403	No bid			NO BID			\$20.81	\$31.21	50.00%	NO BID		
Trades Worker	9102	No bid			NO BID			\$20.81	\$31.21	50.00%	NO BID		
Senior Trades Worker	7403	No bid			NO BID			\$21.85	\$32.77	50.00%	NO BID		
Senior Trades Worker	9102	No bid			NO BID			\$21.85	\$32.77	50.00%	NO BID		
Senior Trades Worker	5190	No bid			NO BID			\$21.85	\$32.77	50.00%	NO BID		
Leased Positions	Advertising Authorities			19.15%				N/A			No Bid		
	All Other Positions			30.00%				N/A			No Bid		

**23-P-83TF Employee Leasing & Temporary Services 09/30/2025 - 09/29/2026**

TEMPORARY POSITIONS	Worker's Comp Code	Lyneer Staffing Solutions, LLC			Sunshine Enterprise USA, LLC			Tampa Service Company, Inc. dba Pacesetter Personnel Services			
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	
<b>County of Volusia Job Classifications</b>											
Senior Accounting Clerk	8810	\$25.00	\$32.25	29.00%	\$18.39	\$24.83	35.00%	No Bid	No Bid	No Bid	
Accounting Specialist	8810	\$26.00	\$33.54	29.00%	\$20.12	\$27.16	35.00%	No Bid	No Bid	No Bid	
Administrative Assistant	8810	\$17.00	\$21.93	29.00%	\$20.12	\$27.16	35.00%	No Bid	No Bid	No Bid	
Senior Administrative Assistant	8810	\$19.00	\$24.51	29.00%	\$22.00	\$29.70	35.00%	No Bid	No Bid	No Bid	
Administrative Specialist	8810	\$20.00	\$25.80	29.00%	\$23.77	\$32.09	35.00%	No Bid	No Bid	No Bid	
Appraiser I	9410	NO BID	No Bid	No Bid	\$17.32	\$23.38	35.00%	No Bid	No Bid	No Bid	
Appraiser II	9410	NO BID	No Bid	No Bid	\$19.97	\$26.96	35.00%	No Bid	No Bid	No Bid	
Communications Technician	8810	\$23.00	\$29.67	29.00%	\$21.04	\$28.40	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst I	8810	\$25.00	\$32.25	29.00%	\$26.51	\$35.79	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst II	8810	\$29.00	\$37.41	29.00%	\$29.68	\$40.07	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist I	9410	\$24.00	\$31.68	32.00%	\$22.52	\$30.40	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist II	9410	\$26.00	\$34.32	32.00%	\$26.50	\$35.78	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist III	9410	\$28.00	\$36.96	32.00%	\$31.46	\$42.47	35.00%	No Bid	No Bid	No Bid	
Environmental Technician	9410	\$26.00	\$34.32	32.00%	\$21.04	\$28.40	35.00%	No Bid	No Bid	No Bid	
Equipment Operator I	5506	NO BID	No Bid	No Bid	\$16.87	\$23.62	40.00%	No Bid	No Bid	No Bid	
Equipment Operator I	6217	NO BID	No Bid	No Bid	\$16.87	\$23.62	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	5506	NO BID	No Bid	No Bid	\$17.85	\$24.98	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	6217	NO BID	No Bid	No Bid	\$17.85	\$24.98	40.00%	No Bid	No Bid	No Bid	
III	5506	NO BID	No Bid	No Bid	\$19.41	\$27.18	40.00%	No Bid	No Bid	No Bid	
III	6217	NO BID	No Bid	No Bid	\$19.41	\$27.18	40.00%	No Bid	No Bid	No Bid	
Fire Inspector	7704	NO BID	No Bid	No Bid	\$23.02	\$31.08	35.00%	No Bid	No Bid	No Bid	
Landfill Attendent	8810	NO BID	No Bid	No Bid	\$16.71	\$22.56	35.00%	No Bid	No Bid	No Bid	
Legal Assistant	8810	\$27.00	\$34.83	29.00%	\$20.12	\$27.16	35.00%	No Bid	No Bid	No Bid	
Maintenance Worker	9102	\$19.00	\$25.08	32.00%	\$16.07	\$21.69	35.00%	\$15.00	\$20.85	39.00%	
Maintenance Worker	9403	NO BID	No Bid	No Bid	\$16.07	\$21.69	35.00%	\$15.00	\$20.85	39.00%	
Senior Maintenance Worker	9102	\$21.00	\$27.72	32.00%	\$17.14	\$23.14	35.00%	\$15.00	\$20.85	39.00%	
Senior Maintenance Worker	9403	NO BID	No Bid	No Bid	\$17.14	\$23.14	35.00%	\$15.00	\$20.85	39.00%	
Office Specialist I	8810	\$18.00	\$23.22	29.00%	\$17.14	\$23.14	35.00%	No Bid	No Bid	No Bid	
Office Specialist II	8810	\$20.00	\$25.80	29.00%	\$17.68	\$23.86	35.00%	No Bid	No Bid	No Bid	
Projects Coordinator	8810	\$19.00	\$24.51	29.00%	\$23.02	\$31.08	35.00%	No Bid	No Bid	No Bid	
Social Services Aide	8810	\$21.00	\$27.09	29.00%	\$17.14	\$23.14	35.00%	No Bid	No Bid	No Bid	
Social Worker	8810	\$32.00	\$41.28	29.00%	\$22.00	\$29.70	35.00%	No Bid	No Bid	No Bid	
Trades Worker	5190	\$26.00	\$34.32	32.00%	\$19.23	\$25.96	35.00%	\$15.00	\$20.85	39.00%	
Trades Worker	7403	NO BID	No Bid	No Bid	\$19.23	\$25.96	35.00%	\$15.00	\$20.85	39.00%	
Trades Worker	9102	\$26.00	\$34.32	32.00%	\$19.23	\$25.96	35.00%	\$15.00	\$20.85	39.00%	
Senior Trades Worker	7403	NO BID	No Bid	No Bid	\$22.00	\$29.70	35.00%	\$15.50	\$21.55	39.00%	
Senior Trades Worker	9102	\$28.00	\$36.96	32.00%	\$22.00	\$29.70	35.00%	\$15.50	\$21.55	39.00%	
Senior Trades Worker	5190	\$28.00	\$36.96	32.00%	\$22.00	\$29.70	35.00%	\$15.50	\$21.55	39.00%	
<b>Leased Positions</b>	Advertising Authorities			19.87%				35.00%	No Bid		
	All Other Positions			21.98%				35.00%	No Bid		

Note: The County reserves the right to add or delete positions as required.

**23-P-83TF Employee Leasing & Temporary Services 09/30/2026 - 09/29/2027**

TEMPORARY POSITIONS	Worker's Comp Code	Aue Staffing			FastTrack Staffing, Inc.			Infojini, Inc.			Innovative Systems Group of Florida, Inc. (ISGF)		
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %
<b>County of Volusia Job Classifications</b>													
Senior Accounting Clerk	8810	\$16.75	\$21.78	30.00%	\$20.17	\$26.22	30.00%	\$27.59	\$36.42	32.00%	\$20.98	\$31.05	48.00%
Accounting Specialist	8810	\$18.50	\$24.05	30.00%	\$21.78	\$28.31	30.00%	\$47.75	\$63.04	32.00%	\$18.74	\$27.74	48.00%
Administrative Assistant	8810	\$18.50	\$24.05	30.00%	\$21.78	\$28.31	30.00%	\$18.04	\$23.81	32.00%	\$20.25	\$29.97	48.00%
Senior Administrative Assistant	8810	\$20.25	\$26.33	30.00%	\$23.54	\$30.60	30.00%	\$19.10	\$25.21	32.00%	\$22.50	\$33.30	48.00%
Administrative Specialist	8810	\$18.50	\$24.05	30.00%	\$25.19	\$32.75	30.00%	\$35.02	\$46.23	32.00%	\$18.74	\$27.74	48.00%
Appraiser I	9410	\$15.75	\$20.48	30.00%	NO BID			\$23.35	\$30.82	32.00%	\$28.12	\$39.65	41.00%
Appraiser II	9410	\$18.25	\$23.73	30.00%	NO BID			\$31.84	\$42.02	32.00%	\$32.62	\$45.99	41.00%
Communications Technician	8810	\$19.25	\$25.03	30.00%	\$22.64	\$29.43	30.00%	\$33.96	\$44.83	32.00%	\$19.42	\$28.74	48.00%
Computer Support Analyst I	8810	\$24.50	\$31.85	30.00%	\$27.74	\$36.06	30.00%	\$27.59	\$36.42	32.00%	\$20.30	\$30.04	48.00%
Computer Support Analyst II	8810	\$27.50	\$35.75	30.00%	\$30.74	\$39.96	30.00%	\$33.96	\$44.83	32.00%	\$23.16	\$34.28	48.00%
Environmental Specialist I	9410	No bid			NO BID			\$25.47	\$33.62	32.00%	\$22.48	\$31.70	41.00%
Environmental Specialist II	9410	No bid			NO BID			\$31.84	\$42.02	32.00%	\$24.18	\$34.09	41.00%
Environmental Specialist III	9410	No bid			NO BID			\$35.02	\$46.23	32.00%	\$25.88	\$36.49	41.00%
Environmental Technician	9410	No bid			NO BID			\$31.84	\$42.02	32.00%	\$27.77	\$39.16	41.00%
Equipment Operator I	5506	No bid			NO BID			\$16.98	\$25.47	50.00%	NO BID		
Equipment Operator I	6217	No bid			NO BID			\$16.98	\$25.47	50.00%	NO BID		
Equipment Operator II	5506	No bid			NO BID			\$18.04	\$27.06	50.00%	NO BID		
Equipment Operator II	6217	No bid			NO BID			\$18.04	\$27.06	50.00%	NO BID		
III	5506	No bid			NO BID			\$19.10	\$28.65	50.00%	NO BID		
III	6217	No bid			NO BID			\$19.10	\$28.65	50.00%	NO BID		
Fire Inspector	7704	No bid			NO BID			\$35.02	\$52.53	50.00%	NO BID		
Landfill Attendant	8810	\$15.60	\$20.28	30.00%	NO BID			\$21.22	\$31.84	50.00%	\$23.15	\$34.26	48.00%
Legal Assistant	8810	\$18.35	\$23.86	30.00%	\$21.78	\$28.31	30.00%	\$29.71	\$39.22	32.00%	\$28.12	\$41.62	48.00%
Maintenance Worker	9102	No bid			NO BID			\$19.10	\$28.65	50.00%	NO BID		
Maintenance Worker	9403	No bid			NO BID			\$19.10	\$28.65	50.00%	NO BID		
Senior Maintenance Worker	9102	No bid			NO BID			\$21.22	\$31.84	50.00%	NO BID		
Senior Maintenance Worker	9403	No bid			NO BID			\$21.22	\$31.84	50.00%	NO BID		
Office Specialist I	8810	\$15.60	\$20.28	30.00%	\$19.00	\$24.70	30.00%	\$31.84	\$42.02	32.00%	\$18.69	\$27.66	48.00%
Office Specialist II	8810	\$16.10	\$20.93	30.00%	\$19.50	\$25.35	30.00%	\$35.02	\$46.23	32.00%	\$20.90	\$30.93	48.00%
Projects Coordinator	8810	\$21.25	\$27.63	30.00%	\$24.49	\$31.84	30.00%	\$35.02	\$46.23	32.00%	\$24.75	\$36.63	48.00%
Social Services Aide	8810	\$15.60	\$20.28	30.00%	\$19.00	\$24.70	30.00%	\$28.65	\$37.82	32.00%	\$20.25	\$29.97	48.00%
Social Worker	8810	\$20.10	\$26.13	30.00%	\$23.54	\$30.60	30.00%	\$35.02	\$52.53	50.00%	\$25.88	\$38.30	48.00%
Trades Worker	5190	No bid			NO BID			\$21.22	\$31.84	50.00%	NO BID		
Trades Worker	7403	No bid			NO BID			\$21.22	\$31.84	50.00%	NO BID		
Trades Worker	9102	No bid			NO BID			\$21.22	\$31.84	50.00%	NO BID		
Senior Trades Worker	7403	No bid			NO BID			\$22.29	\$33.43	50.00%	NO BID		
Senior Trades Worker	9102	No bid			NO BID			\$22.29	\$33.43	50.00%	NO BID		
Senior Trades Worker	5190	No bid			NO BID			\$22.29	\$33.43	50.00%	NO BID		
<b>Leased Positions</b>	Advertising Authorities			19.15%				N/A			No Bid		
	All Other Positions			30.00%				N/A			No Bid		

**23-P-83TF Employee Leasing & Temporary Services 09/30/2026 - 09/29/2027**

TEMPORARY POSITIONS	Worker's Comp Code	Lyneer Staffing Solutions, LLC			Sunshine Enterprise USA, LLC			Tampa Service Company, Inc. dba Pacesetter Personnel Services			
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	
<b>County of Volusia Job Classifications</b>											
Senior Accounting Clerk	8810	\$25.00	\$32.25	29.00%	\$19.04	\$25.70	35.00%	No Bid	No Bid	No Bid	
Accounting Specialist	8810	\$26.00	\$33.54	29.00%	\$20.82	\$28.11	35.00%	No Bid	No Bid	No Bid	
Administrative Assistant	8810	\$17.00	\$21.93	29.00%	\$20.82	\$28.11	35.00%	No Bid	No Bid	No Bid	
Senior Administrative Assistant	8810	\$19.00	\$24.51	29.00%	\$22.77	\$30.74	35.00%	No Bid	No Bid	No Bid	
Administrative Specialist	8810	\$20.00	\$25.80	29.00%	\$24.60	\$33.21	35.00%	No Bid	No Bid	No Bid	
Appraiser I	9410	NO BID	No Bid	No Bid	\$17.93	\$24.20	35.00%	No Bid	No Bid	No Bid	
Appraiser II	9410	NO BID	No Bid	No Bid	\$20.67	\$27.90	35.00%	No Bid	No Bid	No Bid	
Communications Technician	8810	\$23.00	\$29.67	29.00%	\$21.78	\$29.40	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst I	8810	\$25.00	\$32.25	29.00%	\$27.44	\$37.05	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst II	8810	\$29.00	\$37.41	29.00%	\$30.72	\$41.48	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist I	9410	\$24.00	\$31.68	32.00%	\$23.31	\$31.46	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist II	9410	\$26.00	\$34.32	32.00%	\$27.43	\$37.03	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist III	9410	\$28.00	\$36.96	32.00%	\$32.56	\$43.96	35.00%	No Bid	No Bid	No Bid	
Environmental Technician	9410	\$26.00	\$34.32	32.00%	\$21.78	\$29.40	35.00%	No Bid	No Bid	No Bid	
Equipment Operator I	5506	NO BID	No Bid	No Bid	\$16.87	\$23.62	40.00%	No Bid	No Bid	No Bid	
Equipment Operator I	6217	NO BID	No Bid	No Bid	\$16.87	\$23.62	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	5506	NO BID	No Bid	No Bid	\$17.85	\$24.98	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	6217	NO BID	No Bid	No Bid	\$17.85	\$24.98	40.00%	No Bid	No Bid	No Bid	
III	5506	NO BID	No Bid	No Bid	\$19.41	\$27.18	40.00%	No Bid	No Bid	No Bid	
III	6217	NO BID	No Bid	No Bid	\$19.41	\$27.18	40.00%	No Bid	No Bid	No Bid	
Fire Inspector	7704	NO BID	No Bid	No Bid	\$23.83	\$32.17	35.00%	No Bid	No Bid	No Bid	
Landfill Attendant	8810	NO BID	No Bid	No Bid	\$17.30	\$23.35	35.00%	No Bid	No Bid	No Bid	
Legal Assistant	8810	\$27.00	\$34.83	29.00%	\$20.82	\$28.11	35.00%	No Bid	No Bid	No Bid	
Maintenance Worker	9102	\$19.00	\$25.08	32.00%	\$16.63	\$22.45	35.00%	\$16.00	\$22.24	39.00%	
Maintenance Worker	9403	NO BID	No Bid	No Bid	\$16.63	\$22.45	35.00%	\$16.00	\$22.24	39.00%	
Senior Maintenance Worker	9102	\$21.00	\$27.72	32.00%	\$17.74	\$23.95	35.00%	\$16.00	\$22.24	39.00%	
Senior Maintenance Worker	9403	NO BID	No Bid	No Bid	\$17.74	\$23.95	35.00%	\$16.00	\$22.24	39.00%	
Office Specialist I	8810	\$18.00	\$23.22	29.00%	\$17.74	\$23.95	35.00%	No Bid	No Bid	No Bid	
Office Specialist II	8810	\$20.00	\$25.80	29.00%	\$18.29	\$24.70	35.00%	No Bid	No Bid	No Bid	
Projects Coordinator	8810	\$19.00	\$24.51	29.00%	\$23.83	\$32.17	35.00%	No Bid	No Bid	No Bid	
Social Services Aide	8810	\$21.00	\$27.09	29.00%	\$17.74	\$23.95	35.00%	No Bid	No Bid	No Bid	
Social Worker	8810	\$32.00	\$41.28	29.00%	\$22.77	\$30.74	35.00%	No Bid	No Bid	No Bid	
Trades Worker	5190	\$26.00	\$34.32	32.00%	\$19.90	\$26.87	35.00%	\$16.00	\$22.24	39.00%	
Trades Worker	7403	NO BID	No Bid	No Bid	\$19.90	\$26.87	35.00%	\$16.00	\$22.24	39.00%	
Trades Worker	9102	\$26.00	\$34.32	32.00%	\$19.90	\$26.87	35.00%	\$16.00	\$22.24	39.00%	
Senior Trades Worker	7403	NO BID	No Bid	No Bid	\$22.77	\$30.74	35.00%	\$16.50	\$22.94	39.00%	
Senior Trades Worker	9102	\$28.00	\$36.96	32.00%	\$22.77	\$30.74	35.00%	\$16.50	\$22.94	39.00%	
Senior Trades Worker	5190	\$28.00	\$36.96	32.00%	\$22.77	\$30.74	35.00%	\$16.50	\$22.94	39.00%	
Leased Positions	Advertising Authorities			19.87%				35.00%			No Bid
	All Other Positions			21.98%				35.00%			No Bid

Note: The County reserves the right to add or delete positions as required.

**23-P-83TF Employee Leasing & Temporary Services 09/30/2027 - 09/29/2028**

TEMPORARY POSITIONS	Worker's Comp Code	Aue Staffing			FastTrack Staffing, Inc.			Infojini, Inc.			Innovative Systems Group of Florida, Inc. (ISGF)		
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %
<b>County of Volusia Job Classifications</b>													
Senior Accounting Clerk	8810	\$16.80	\$22.18	32.00%	\$20.97	\$27.26	30.00%	\$28.14	\$37.15	32.00%	\$21.82	\$32.29	48.00%
Accounting Specialist	8810	\$19.00	\$25.08	32.00%	\$22.65	\$29.45	30.00%	\$48.71	\$64.30	32.00%	\$19.49	\$28.85	48.00%
Administrative Assistant	8810	\$19.00	\$25.08	32.00%	\$22.65	\$29.45	30.00%	\$18.40	\$24.29	32.00%	\$21.06	\$31.17	48.00%
Senior Administrative Assistant	8810	\$21.00	\$27.72	32.00%	\$24.48	\$31.82	30.00%	\$19.48	\$25.72	32.00%	\$23.40	\$34.63	48.00%
Administrative Specialist	8810	\$18.50	\$24.42	32.00%	\$26.20	\$34.06	30.00%	\$35.72	\$47.15	32.00%	\$19.49	\$28.85	48.00%
Appraiser I	9410	\$16.00	\$21.12	32.00%	NO BID			\$23.81	\$31.43	32.00%	\$29.24	\$41.23	41.00%
Appraiser II	9410	\$18.40	\$24.29	32.00%	NO BID			\$32.47	\$42.86	32.00%	\$33.92	\$47.83	41.00%
Communications Technician	8810	\$19.50	\$25.74	32.00%	\$23.55	\$30.62	30.00%	\$34.64	\$45.72	32.00%	\$20.20	\$29.87	48.00%
Computer Support Analyst I	8810	\$24.50	\$32.34	32.00%	\$28.85	\$37.51	30.00%	\$28.14	\$37.15	32.00%	\$21.11	\$31.24	48.00%
Computer Support Analyst II	8810	\$27.50	\$36.30	32.00%	\$31.97	\$41.56	30.00%	\$34.64	\$45.72	32.00%	\$24.09	\$35.65	48.00%
Environmental Specialist I	9410	No bid			NO BID			\$25.98	\$34.29	32.00%	\$23.38	\$32.97	41.00%
Environmental Specialist II	9410	No bid			NO BID			\$32.47	\$42.86	32.00%	\$25.15	\$35.46	41.00%
Environmental Specialist III	9410	No bid			NO BID			\$35.72	\$47.15	32.00%	\$26.92	\$37.96	41.00%
Environmental Technician	9410	No bid			NO BID			\$32.47	\$42.86	32.00%	\$28.88	\$40.72	41.00%
Equipment Operator I	5506	No bid			NO BID			\$17.32	\$25.98	50.00%	NO BID		
Equipment Operator I	6217	No bid			NO BID			\$17.32	\$25.98	50.00%	NO BID		
Equipment Operator II	5506	No bid			NO BID			\$18.40	\$27.60	50.00%	NO BID		
Equipment Operator II	6217	No bid			NO BID			\$18.40	\$27.60	50.00%	NO BID		
III	5506	No bid			NO BID			\$19.48	\$29.23	50.00%	NO BID		
III	6217	No bid			NO BID			\$19.48	\$29.23	50.00%	NO BID		
Fire Inspector	7704	No bid			NO BID			\$35.72	\$53.58	50.00%	NO BID		
Landfill Attendant	8810	\$16.00	\$21.12	32.00%	NO BID			\$21.65	\$32.47	50.00%	\$24.08	\$35.64	48.00%
Legal Assistant	8810	\$18.45	\$24.35	32.00%	\$22.65	\$29.45	30.00%	\$30.31	\$40.01	32.00%	\$29.24	\$43.28	48.00%
Maintenance Worker	9102	No bid			NO BID			\$19.48	\$29.23	50.00%	NO BID		
Maintenance Worker	9403	No bid			NO BID			\$19.48	\$29.23	50.00%	NO BID		
Senior Maintenance Worker	9102	No bid			NO BID			\$21.65	\$32.47	50.00%	NO BID		
Senior Maintenance Worker	9403	No bid			NO BID			\$21.65	\$32.47	50.00%	NO BID		
Office Specialist I	8810	\$16.00	\$21.12	32.00%	\$19.76	\$25.69	30.00%	\$32.47	\$42.86	32.00%	\$19.44	\$28.77	48.00%
Office Specialist II	8810	\$16.50	\$21.78	32.00%	\$20.28	\$26.36	30.00%	\$35.72	\$47.15	32.00%	\$21.74	\$32.18	48.00%
Projects Coordinator	8810	\$21.50	\$28.38	32.00%	\$25.47	\$33.11	30.00%	\$35.72	\$47.15	32.00%	\$25.74	\$38.10	48.00%
Social Services Aide	8810	\$16.00	\$21.12	32.00%	\$19.76	\$25.69	30.00%	\$29.23	\$38.58	32.00%	\$21.06	\$31.17	48.00%
Social Worker	8810	\$20.75	\$27.39	32.00%	\$24.48	\$31.82	30.00%	\$35.72	\$53.58	50.00%	\$26.92	\$39.84	48.00%
Trades Worker	5190	No bid			NO BID			\$21.65	\$32.47	50.00%	NO BID		
Trades Worker	7403	No bid			NO BID			\$21.65	\$32.47	50.00%	NO BID		
Trades Worker	9102	No bid			NO BID			\$21.65	\$32.47	50.00%	NO BID		
Senior Trades Worker	7403	No bid			NO BID			\$22.73	\$34.10	50.00%	NO BID		
Senior Trades Worker	9102	No bid			NO BID			\$22.73	\$34.10	50.00%	NO BID		
Senior Trades Worker	5190	No bid			NO BID			\$22.73	\$34.10	50.00%	NO BID		
<b>Leased Positions</b>	Advertising Authorities			19.50%				N/A			No Bid		
	All Other Positions			32.00%				N/A			No Bid		

**23-P-83TF Employee Leasing & Temporary Services 09/30/2027 - 09/29/2028**

TEMPORARY POSITIONS	Worker's Comp Code	Lyneer Staffing Solutions, LLC			Sunshine Enterprise USA, LLC			Tampa Service Company, Inc. dba Pacesetter Personnel Services			
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	
<b>County of Volusia Job Classifications</b>											
Senior Accounting Clerk	8810	\$26.00	\$33.54	29.00%	\$19.70	\$26.60	35.00%	No Bid	No Bid	No Bid	
Accounting Specialist	8810	\$27.00	\$34.83	29.00%	\$21.55	\$29.09	35.00%	No Bid	No Bid	No Bid	
Administrative Assistant	8810	\$18.00	\$23.22	29.00%	\$21.55	\$29.09	35.00%	No Bid	No Bid	No Bid	
Senior Administrative Assistant	8810	\$20.00	\$25.80	29.00%	\$23.57	\$31.82	35.00%	No Bid	No Bid	No Bid	
Administrative Specialist	8810	\$21.00	\$27.09	29.00%	\$25.46	\$34.38	35.00%	No Bid	No Bid	No Bid	
Appraiser I	9410	NO BID	No Bid	No Bid	\$18.56	\$25.05	35.00%	No Bid	No Bid	No Bid	
Appraiser II	9410	NO BID	No Bid	No Bid	\$21.39	\$28.88	35.00%	No Bid	No Bid	No Bid	
Communications Technician	8810	\$24.00	\$30.96	29.00%	\$22.54	\$30.43	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst I	8810	\$26.00	\$33.54	29.00%	\$28.40	\$38.34	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst II	8810	\$31.00	\$39.99	29.00%	\$31.80	\$42.93	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist I	9410	\$25.00	\$33.00	32.00%	\$24.12	\$32.56	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist II	9410	\$27.00	\$35.64	32.00%	\$28.39	\$38.33	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist III	9410	\$29.00	\$38.28	32.00%	\$33.70	\$45.50	35.00%	No Bid	No Bid	No Bid	
Environmental Technician	9410	\$27.00	\$35.64	32.00%	\$22.54	\$30.43	35.00%	No Bid	No Bid	No Bid	
Equipment Operator I	5506	NO BID	No Bid	No Bid	\$16.87	\$23.62	40.00%	No Bid	No Bid	No Bid	
Equipment Operator I	6217	NO BID	No Bid	No Bid	\$16.87	\$23.62	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	5506	NO BID	No Bid	No Bid	\$17.85	\$24.98	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	6217	NO BID	No Bid	No Bid	\$17.85	\$24.98	40.00%	No Bid	No Bid	No Bid	
III	5506	NO BID	No Bid	No Bid	\$19.41	\$27.18	40.00%	No Bid	No Bid	No Bid	
III	6217	NO BID	No Bid	No Bid	\$19.41	\$27.18	40.00%	No Bid	No Bid	No Bid	
Fire Inspector	7704	NO BID	No Bid	No Bid	\$24.66	\$33.29	35.00%	No Bid	No Bid	No Bid	
Landfill Attendant	8810	NO BID	No Bid	No Bid	\$17.90	\$24.17	35.00%	No Bid	No Bid	No Bid	
Legal Assistant	8810	\$28.00	\$36.12	29.00%	\$21.55	\$29.09	35.00%	No Bid	No Bid	No Bid	
Maintenance Worker	9102	\$20.00	\$26.40	32.00%	\$17.21	\$23.24	35.00%	\$17.00	\$23.63	39.00%	
Maintenance Worker	9403	NO BID	No Bid	No Bid	\$17.21	\$23.24	35.00%	\$17.00	\$23.63	39.00%	
Senior Maintenance Worker	9102	\$23.00	\$30.36	32.00%	\$18.36	\$24.79	35.00%	\$17.00	\$23.63	39.00%	
Senior Maintenance Worker	9403	NO BID	No Bid	No Bid	\$18.36	\$24.79	35.00%	\$17.00	\$23.63	39.00%	
Office Specialist I	8810	\$19.00	\$24.51	29.00%	\$18.36	\$24.79	35.00%	No Bid	No Bid	No Bid	
Office Specialist II	8810	\$21.00	\$27.09	29.00%	\$18.93	\$25.56	35.00%	No Bid	No Bid	No Bid	
Projects Coordinator	8810	\$20.00	\$25.80	29.00%	\$24.66	\$33.29	35.00%	No Bid	No Bid	No Bid	
Social Services Aide	8810	\$22.00	\$28.38	29.00%	\$18.36	\$24.79	35.00%	No Bid	No Bid	No Bid	
Social Worker	8810	\$33.00	\$42.57	29.00%	\$23.57	\$31.82	35.00%	No Bid	No Bid	No Bid	
Trades Worker	5190	\$27.00	\$35.64	32.00%	\$20.60	\$27.81	35.00%	\$17.00	\$23.63	39.00%	
Trades Worker	7403	NO BID	No Bid	No Bid	\$20.60	\$27.81	35.00%	\$17.00	\$23.63	39.00%	
Trades Worker	9102	\$27.00	\$35.64	32.00%	\$20.60	\$27.81	35.00%	\$17.00	\$23.63	39.00%	
Senior Trades Worker	7403	NO BID	No Bid	No Bid	\$23.57	\$31.82	35.00%	\$17.50	\$24.33	39.00%	
Senior Trades Worker	9102	\$29.00	\$38.28	32.00%	\$23.57	\$31.82	35.00%	\$17.50	\$24.33	39.00%	
Senior Trades Worker	5190	\$29.00	\$38.28	32.00%	\$23.57	\$31.82	35.00%	\$17.50	\$24.33	39.00%	
<b>Leased Positions</b>	Advertising Authorities			19.87%				35.00%			No Bid
	All Other Positions			21.98%				35.00%			No Bid

Note: The County reserves the right to add or delete positions as required.



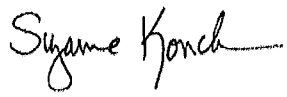
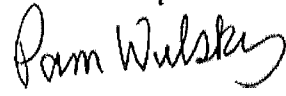
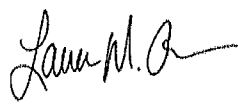
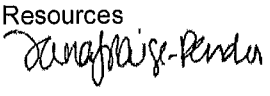


**23-P-83TF Employee Leasing & Temporary Services 09/30/2028 - 09/29/2029**

TEMPORARY POSITIONS	Worker's Comp Code	Aue Staffing			FastTrack Staffing, Inc.			Infojini, Inc.			Innovative Systems Group of Florida, Inc. (ISGF)		
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %
<b>County of Volusia Job Classifications</b>													
Senior Accounting Clerk	8810	\$16.80	<b>\$22.18</b>	32.00%	\$21.81	<b>\$28.35</b>	30.00%	\$28.71	<b>\$37.89</b>	32.00%	\$22.69	<b>\$33.58</b>	48.00%
Accounting Specialist	8810	\$19.00	<b>\$25.08</b>	32.00%	\$23.56	<b>\$30.63</b>	30.00%	\$49.68	<b>\$65.58</b>	32.00%	\$20.27	<b>\$30.00</b>	48.00%
Administrative Assistant	8810	\$19.00	<b>\$25.08</b>	32.00%	\$23.56	<b>\$30.63</b>	30.00%	\$18.77	<b>\$24.78</b>	32.00%	\$21.90	<b>\$32.41</b>	48.00%
Senior Administrative Assistant	8810	\$21.00	<b>\$27.72</b>	32.00%	\$25.46	<b>\$33.10</b>	30.00%	\$19.87	<b>\$26.23</b>	32.00%	\$24.34	<b>\$36.02</b>	48.00%
Administrative Specialist	8810	\$18.50	<b>\$24.42</b>	32.00%	\$27.25	<b>\$35.43</b>	30.00%	\$36.43	<b>\$48.09</b>	32.00%	\$20.27	<b>\$30.00</b>	48.00%
Appraiser I	9410	\$16.00	<b>\$21.12</b>	32.00%	NO BID			\$24.29	<b>\$32.06</b>	32.00%	\$30.41	<b>\$42.88</b>	41.00%
Appraiser II	9410	\$18.40	<b>\$24.29</b>	32.00%	NO BID			\$33.12	<b>\$43.72</b>	32.00%	\$35.28	<b>\$49.74</b>	41.00%
Communications Technician	8810	\$19.50	<b>\$25.74</b>	32.00%	\$24.49	<b>\$31.84</b>	30.00%	\$35.33	<b>\$46.64</b>	32.00%	\$21.01	<b>\$31.09</b>	48.00%
Computer Support Analyst I	8810	\$24.50	<b>\$32.34</b>	32.00%	\$30.00	<b>\$39.00</b>	30.00%	\$28.71	<b>\$37.89</b>	32.00%	\$21.95	<b>\$32.49</b>	48.00%
Computer Support Analyst II	8810	\$27.50	<b>\$36.30</b>	32.00%	\$33.25	<b>\$43.23</b>	30.00%	\$35.33	<b>\$46.64</b>	32.00%	\$25.05	<b>\$37.07</b>	48.00%
Environmental Specialist I	9410	No bid			NO BID			\$26.50	<b>\$34.98</b>	32.00%	\$24.32	<b>\$34.29</b>	41.00%
Environmental Specialist II	9410	No bid			NO BID			\$33.12	<b>\$43.72</b>	32.00%	\$26.16	<b>\$39.89</b>	41.00%
Environmental Specialist III	9410	No bid			NO BID			\$36.43	<b>\$48.09</b>	32.00%	\$28.00	<b>\$39.48</b>	41.00%
Environmental Technician	9410	No bid			NO BID			\$33.12	<b>\$43.72</b>	32.00%	\$30.04	<b>\$42.36</b>	41.00%
Equipment Operator I	5506	No bid			NO BID			\$17.67	<b>\$26.50</b>	50.00%	NO BID		
Equipment Operator I	6217	No bid			NO BID			\$17.67	<b>\$26.50</b>	50.00%	NO BID		
Equipment Operator II	5506	No bid			NO BID			\$18.77	<b>\$28.15</b>	50.00%	NO BID		
Equipment Operator II	6217	No bid			NO BID			\$18.77	<b>\$28.15</b>	50.00%	NO BID		
Equipment Operator III	5506	No bid			NO BID			\$19.87	<b>\$29.81</b>	50.00%	NO BID		
Equipment Operator III	6217	No bid			NO BID			\$19.87	<b>\$29.81</b>	50.00%	NO BID		
Fire Inspector	7704	No bid			NO BID			\$36.43	<b>\$54.65</b>	50.00%	NO BID		
Landfill Attendant	8810	\$16.00	<b>\$21.12</b>	32.00%	NO BID			\$22.08	<b>\$33.12</b>	50.00%	\$24.08	<b>\$35.64</b>	48.00%
Legal Assistant	8810	\$18.45	<b>\$24.35</b>	32.00%	\$23.56	<b>\$30.63</b>	30.00%	\$30.91	<b>\$40.81</b>	32.00%	\$29.24	<b>\$43.28</b>	48.00%
Maintenance Worker	9102	No bid			NO BID			\$19.87	<b>\$29.81</b>	50.00%	NO BID		
Maintenance Worker	9403	No bid			NO BID			\$19.87	<b>\$29.81</b>	50.00%	NO BID		
Senior Maintenance Worker	9102	No bid			NO BID			\$22.08	<b>\$33.12</b>	50.00%	NO BID		
Senior Maintenance Worker	9403	No bid			NO BID			\$22.08	<b>\$33.12</b>	50.00%	NO BID		
Office Specialist I	8810	\$16.00	<b>\$21.12</b>	32.00%	\$20.55	<b>\$26.72</b>	30.00%	\$33.12	<b>\$43.72</b>	32.00%	\$19.44	<b>\$28.77</b>	48.00%
Office Specialist II	8810	\$16.50	<b>\$21.78</b>	32.00%	\$21.09	<b>\$27.42</b>	30.00%	\$36.43	<b>\$48.09</b>	32.00%	\$21.74	<b>\$32.18</b>	48.00%
Projects Coordinator	8810	\$21.50	<b>\$28.38</b>	32.00%	\$26.49	<b>\$34.44</b>	30.00%	\$36.43	<b>\$48.09</b>	32.00%	\$25.74	<b>\$38.10</b>	48.00%
Social Services Aide	8810	\$16.00	<b>\$21.12</b>	32.00%	\$20.55	<b>\$26.72</b>	30.00%	\$29.81	<b>\$39.35</b>	32.00%	\$21.06	<b>\$31.17</b>	48.00%
Social Worker	8810	\$21.75	<b>\$28.71</b>	32.00%	\$25.46	<b>\$33.10</b>	30.00%	\$36.43	<b>\$54.65</b>	50.00%	\$26.92	<b>\$39.84</b>	48.00%
Trades Worker	5190	No bid			NO BID			\$22.08	<b>\$33.12</b>	50.00%	NO BID		
Trades Worker	7403	No bid			NO BID			\$22.08	<b>\$33.12</b>	50.00%	NO BID		
Trades Worker	9102	No bid			NO BID			\$22.08	<b>\$33.12</b>	50.00%	NO BID		
Senior Trades Worker	7403	No bid			NO BID			\$23.19	<b>\$34.78</b>	50.00%	NO BID		
Senior Trades Worker	9102	No bid			NO BID			\$23.19	<b>\$34.78</b>	50.00%	NO BID		
Senior Trades Worker	5190	No bid			NO BID			\$23.19	<b>\$34.78</b>	50.00%	NO BID		
<b>Leased Positions</b>	Advertising Authorities			19.80%				N/A			No Bid		
	All Other Positions			32.00%				N/A			No Bid		

**23-P-83TF Employee Leasing & Temporary Services 09/30/2028 - 09/29/2029**

TEMPORARY POSITIONS	Worker's Comp Code	Lyneer Staffing Solutions, LLC			Sunshine Enterprise USA, LLC			Tampa Service Company, Inc. dba Pacesetter Personnel Services			
		Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	Employee Rate	County Rate	Markup %	
<b>County of Volusia Job Classifications</b>											
Senior Accounting Clerk	8810	\$26.00	\$33.54	29.00%	\$20.39	\$27.53	35.00%	No Bid	No Bid	No Bid	
Accounting Specialist	8810	\$27.00	\$34.83	29.00%	\$22.30	\$30.11	35.00%	No Bid	No Bid	No Bid	
Administrative Assistant	8810	\$18.00	\$23.22	29.00%	\$22.30	\$30.11	35.00%	No Bid	No Bid	No Bid	
Senior Administrative Assistant	8810	\$20.00	\$25.80	29.00%	\$24.40	\$32.93	35.00%	No Bid	No Bid	No Bid	
Administrative Specialist	8810	\$21.00	\$27.09	29.00%	\$26.35	\$35.58	35.00%	No Bid	No Bid	No Bid	
Appraiser I	9410	NO BID	No Bid	No Bid	\$19.20	\$25.93	35.00%	No Bid	No Bid	No Bid	
Appraiser II	9410	NO BID	No Bid	No Bid	\$22.14	\$29.89	35.00%	No Bid	No Bid	No Bid	
Communications Technician	8810	\$24.00	\$30.96	29.00%	\$23.33	\$31.49	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst I	8810	\$26.00	\$33.54	29.00%	\$29.40	\$39.68	35.00%	No Bid	No Bid	No Bid	
Computer Support Analyst II	8810	\$31.00	\$39.99	29.00%	\$32.91	\$44.43	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist I	9410	\$25.00	\$33.00	32.00%	\$24.97	\$33.70	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist II	9410	\$27.00	\$35.64	32.00%	\$29.38	\$39.67	35.00%	No Bid	No Bid	No Bid	
Environmental Specialist III	9410	\$29.00	\$38.28	32.00%	\$34.88	\$47.09	35.00%	No Bid	No Bid	No Bid	
Environmental Technician	9410	\$27.00	\$35.64	32.00%	\$23.33	\$31.49	35.00%	No Bid	No Bid	No Bid	
Equipment Operator I	5506	NO BID	No Bid	No Bid	\$16.87	\$23.62	40.00%	No Bid	No Bid	No Bid	
Equipment Operator I	6217	NO BID	No Bid	No Bid	\$16.87	\$23.62	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	5506	NO BID	No Bid	No Bid	\$17.85	\$24.98	40.00%	No Bid	No Bid	No Bid	
Equipment Operator II	6217	NO BID	No Bid	No Bid	\$17.85	\$24.98	40.00%	No Bid	No Bid	No Bid	
Equipment Operator III	5506	NO BID	No Bid	No Bid	\$19.41	\$27.18	40.00%	No Bid	No Bid	No Bid	
Equipment Operator III	6217	NO BID	No Bid	No Bid	\$19.41	\$27.18	40.00%	No Bid	No Bid	No Bid	
Fire Inspector	7704	NO BID	No Bid	No Bid	\$25.52	\$34.46	35.00%	No Bid	No Bid	No Bid	
Landfill Attendant	8810	NO BID	No Bid	No Bid	\$18.53	\$25.01	35.00%	No Bid	No Bid	No Bid	
Legal Assistant	8810	\$28.00	\$36.12	29.00%	\$22.30	\$30.11	35.00%	No Bid	No Bid	No Bid	
Maintenance Worker	9102	\$20.00	\$26.40	32.00%	\$17.82	\$24.05	35.00%	\$18.00	\$25.02	39.00%	
Maintenance Worker	9403	NO BID	No Bid	No Bid	\$17.82	\$24.05	35.00%	\$18.00	\$25.02	39.00%	
Senior Maintenance Worker	9102	\$23.00	\$30.36	32.00%	\$19.00	\$25.65	35.00%	\$18.00	\$25.02	39.00%	
Senior Maintenance Worker	9403	NO BID	No Bid	No Bid	\$19.00	\$25.65	35.00%	\$18.00	\$25.02	39.00%	
Office Specialist I	8810	\$19.00	\$24.51	29.00%	\$19.00	\$25.65	35.00%	No Bid	No Bid	No Bid	
Office Specialist II	8810	\$21.00	\$27.09	29.00%	\$19.60	\$26.46	35.00%	No Bid	No Bid	No Bid	
Projects Coordinator	8810	\$20.00	\$25.80	29.00%	\$25.52	\$34.46	35.00%	No Bid	No Bid	No Bid	
Social Services Aide	8810	\$22.00	\$28.38	29.00%	\$19.00	\$25.65	35.00%	No Bid	No Bid	No Bid	
Social Worker	8810	\$33.00	\$42.57	29.00%	\$24.40	\$32.93	35.00%	No Bid	No Bid	No Bid	
Trades Worker	5190	\$27.00	\$35.64	32.00%	\$21.32	\$28.78	35.00%	\$18.00	\$25.02	39.00%	
Trades Worker	7403	NO BID	No Bid	No Bid	\$21.32	\$28.78	35.00%	\$18.00	\$25.02	39.00%	
Trades Worker	9102	\$27.00	\$35.64	32.00%	\$21.32	\$28.78	35.00%	\$18.00	\$25.02	39.00%	
Senior Trades Worker	7403	NO BID	No Bid	No Bid	\$24.40	\$32.93	35.00%	\$18.50	\$25.72	39.00%	
Senior Trades Worker	9102	\$29.00	\$38.28	32.00%	\$24.40	\$32.93	35.00%	\$18.50	\$25.72	39.00%	
Senior Trades Worker	5190	\$29.00	\$38.28	32.00%	\$24.40	\$32.93	35.00%	\$18.50	\$25.72	39.00%	
<b>Leased Positions</b>	Advertising Authorities			19.87%				35.00%			No Bid
	All Other Positions			21.98%				35.00%			No Bid

Note: The County reserves the right to add or delete positions as required.

<b>Date:</b> 02/06/2024		<b>AGENDA ITEM</b>		<b>Item: 10</b>	
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input type="checkbox"/> Budget Resolution	
<b>County Goals</b>					
<input type="checkbox"/>	More Efficient Regulatory Framework	<input type="checkbox"/>	Increase Efficiency and Effectiveness of Government Operations	<input type="checkbox"/>	Implement a Plan for Expanded Recreation
<input type="checkbox"/>	Enhance Fiscal Stewardship	<input type="checkbox"/>	Support a Solution-Oriented Culture	<input checked="" type="checkbox"/>	NA
<b>Department:</b> Leadership					
<b>Division:</b> Human Resources					
<b>Subject:</b> Award of Agreements for Employee Leasing & Temporary Services, 23-P-83TF					
Suzanne Konchan Director Leadership    Department Approval		Pamela Wilsky    Approved in Accordance with Purchasing Policies and Procedures		Legal  Laura Coleman Assistant County Attorney    Approved as to Form and Legality	
Dana Paige-Pender Director Human Resources    Division Approval		Aaron Van Kleeck    Approved as to Budget Requirements		County Manager's Office  Ryan Ossowski Chief Financial Officer  	
<b>Council Action:</b>					
<b>Modification:</b>					
<b>Fund Number(s):</b>		<b>Description:</b>		<b>Amount:</b>	
999 Various		Estimated Annual Expenditures: Contracted Services - Temporary Services		\$5,000,000.00	
<b>Total Item Budget: \$5,000,000.00</b>					
<b>Staff Contact(s)</b>				<b>Phone:</b>	
Dana Paige-Pender				386 736 5951 12386	
<b>Summary/Highlights:</b>					
The county received sixteen (16) responses, as shown on the attached tabulation sheet, to a request for proposals for Employee Leasing & Temporary Services. The request closed on July 25, 2023. Responses were reviewed by an evaluation committee comprised of Dana Paige-Pender, human resources director; Aaron Van Kleeck, deputy finance director, Jeaniene Jennings, business services director; Cyrus Callum, aviation and economic resources director; and, Arden Fontaine, public works deputy director.					
The evaluation committee recommends selection and award of the seven (7) attached partially executed agreements with AUE Staffing, Inc. (Altamonte Springs, FL); FastTrack Staffing Inc.; Infojini, Inc.; Innovative Systems Group of Florida, Inc. (Orlando, FL); Lyneer Staffing					

Solutions, Sunshine Enterprise USA LLC (Maitland, FL); and, Tampa Service Company, Inc. dba Pacesetter Personnel Services for a term of three (3) years from September 29, 2024, with two (2) subsequent one (1) year renewal terms permissible upon mutual written agreement between the parties.

The use of employee leasing and temporary services plays a key operational role in certain departments. The average annual cost is approximately \$5,000,000, which will vary based on the needs of the using division.

**Recommended Motion: Approval**