



AGENDA	
Section	Consent
Item No.	II, B, 1

Meeting Date
October 10, 2017

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Amendment #4 to Agreement with AUE Staffing Solutions, Inc. – All Districts
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:

It is requested the Board authorize the Chairman to execute Amendment #4 to the Agreement with AUE Staffing Solutions, Inc. to expand their current background and screening service to include volunteers, caretakers, contractors, Recreation Instructors, and Recreation Partners.

Summary Explanation & Background:

On October 1, 2013 the Board of County Commissioners approved an Agreement with AUE Staffing Solutions, Inc. (AUE) to provide contracted seasonal and other employee services. Subsequent Amendments were executed on October 1, 2015, October 1, 2016 and November 15, 2016.

Amendment #4 to this Agreement provides for AUE to perform background screening services for Recreation Partners, Recreation Instructors, caretakers, contractors and volunteers. The Agreement currently specifies AUE will provide, at no cost to the County, a Level I background screening for seasonal contracted employees. The County shall be responsible for payment for the costs associated with Background Screening for volunteers, Recreation Partners and Recreation Instructors. The County shall not bear the cost associated with screening any additional employees, contractors, subcontractors, agents, representatives, and volunteers of Recreation Instructors beyond the primary Instructor. The County shall not bear the costs associated with screening for caretakers or contractors.

AUE performs a Level I background screening, maintains the background screening files and provides monthly reports, as well as yearly reports detailing the status of screenings (i.e. when background screenings expire). In addition, AUE will alert the County if an individual is flagged for an arrest within twenty-four (24) hours of being informed by the Florida Department of Law Enforcement of the arrest. A Level I background screening includes: Clerks E-Facts, National Sexual Predators and Sexual Offenders check, Reference Check, Prior Employment Check, Licensing and Education, Driver's License validity, Department of Juvenile Justice check for those under 18 years of age, and Fingerprinting (national database). Background Screenings are valid for a five (5) year period.

The fiscal impact associated with this request, if approved, will result in an annual expense of approximately \$21,000 to the Parks and Recreation Department budget. This cost is shared between North, Central and South Area Parks Operations.

Contact: Hector J. Lopez-Acevedo, Assistant Director
633-2046; hector.lopez@brevardfl.gov

Clerk to the Board Instructions:

Exhibits Attached: Amendment #4, Exhibit A, Exhibit B

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager, John Denninghoff	Mary Ellen Donner, Parks & Recreation Director 633-2046; Maryellen.donner@brevardparks.com
Frank Abbate, County Manager	Interim Assistant County Manager, Jim Leisenfelt	



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 11, 2017

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director Attn: Hector Lopez-Acevedo

RE: Item II.B.1., Amendment #4 to the Agreement with AUE Staffing Solutions, Inc. for Expanding Current Background and Screening Services

The Board of County Commissioners, in regular session on October 10, 2017, approved and executed the Amendment #4 to the Agreement with AUE Staffing Solutions, Inc. to expand their current background and screen service to include volunteers, caretakers, contractors, Recreation Instructors, and Recreation Partners. Enclosed are two executed Amendment #4 Agreements for your action.

By copy of this memorandum, two Amendment #4's were provided to you at the Clerk to the Board Office. Upon execution by Clerk, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Interim Assistant County Manager Leisenfelt
Contracts Administration
Finance
Budget

ADMINISTRATIVE ORDER

TITLE: Background Investigation
Checks

NUMBER: AO - 26

CANCELS: August 4 2010

APPROVED: April 24, 2012

ORIGINATOR: Human Resources

REVIEW: April 24, 2015

I. PURPOSE AND SCOPE

To establish a consistent, county-wide procedure for conducting background investigation checks.

II. DEFINITIONS AND REFERENCES

- A. Applicant – An external applicant or volunteer being considered for a position or a current employee being considered for a position with a higher security level as the result of a promotion, transfer or demotion.
- B. At-Risk Population – Children, elderly, disabled, and those whom can not defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:
- Daycare: senior citizen centers and community day programs for children.
 - Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
 - Program activities involving children on school property.
 - Shelters: homeless, domestic violence or special needs emergency shelters.
 - Youth development programs.
 - Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
 - Library areas/programs designated for children.
 - Park areas/programs designated for children.
- C. Background Investigation Handbook – a handbook with detailed information about how to complete and interpret the background checks.
- D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

**CONTRACTED WORKER SERVICES AGREEMENT
AMENDMENT NO. 4**

THIS AMENDMENT made and entered into the 10th day of October 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), and AUE STAFFING SOLUTIONS, INC. (hereinafter the "Contractor").

WHEREAS, the parties hereto have previously entered into a Contracted Worker Services Agreement on October 1, 2013 with term ending on September 30, 2016 that provides the option to renew the Agreement for two (2) additional terms of 12 months, based upon mutual agreement; amended on October 1, 2015; amended on October 1, 2016; amended on November 15, 2016; amended on October 10, 2017, and

WHEREAS, the parties hereto desire to amend the background screening provisions which were previously amended by Amendment to the Agreement No. 3; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. The section titled BACKGROUND SCREENING shall be amended to read as follows:

Contractor shall expand their current background and screening service for the "seasonal" staff to include the "seasonal" volunteers, caretakers, contractors, Recreation Instructors, and Recreation Partners.

Recreation Partners shall mean a nonprofit or not for profit group or organization which has a current recreation partner agreement with the County providing for nonexclusive use of a facility in order for the group or organization to provide recreation programs.

Recreation Instructors shall mean an individual or group which has a current recreation instructor agreement with the County providing for nonexclusive use of a facility in order for the individual or organization to provide leisure services.

Caretaker shall mean an adult providing security at a facility administered or managed by the Parks and Recreation Department and operating under a caretaker agreement with the County.

Volunteer shall mean a person who performs services or gives time of his/her own free will in supports of programs, services, and/or has an executed contract/agreement with Brevard County government, without monetary compensation for 20 hours or more within a calendar year.

The County shall be responsible for payment for the costs associated with Background Screening for volunteers, Recreation Partners and Recreation Instructors. The County shall not bear the cost associated with screening any additional employees, contractors, subcontractors, agents, representatives, and volunteers of Recreation Instructors beyond the primary Instructor, caretakers or contractors.

The County shall provide the Contractor contact information to all of the County volunteers, caretakers, contractors, Recreation Instructors, and Recreation Partners.

The Contractor shall:

A. Offer the option to fingerprint at County-determined locations, when needed, or at Contractor's office, at no additional cost;

B. Check all seasonal County-contracted workers, volunteers, Recreation Partners, Recreation Instructors, and caretakers' E-Facts prior to processing them for their fingerprints;

C. Confirm eligibility for all required background clearances, per the current County Administrative Order, as may be amended from time to time. Said Administrative Order, hereinafter referred to as "County's background screening policy," is incorporated herein and attached as Exhibit "A";

D. Inform the County of a person's eligibility or ineligibility for the requisite background clearance per the County's background screening policy in a timely manner;

E. Maintain the background screening files for a minimum of five (5) years, and shall timely provide said files to County upon request.

Further, the Contractor shall alert the County, within 24 hours, of any violations that would render a person, who had previously passed the requisite screening, ineligible under the County's background screening policy. This monitoring shall occur, at the County's option, for a maximum of five (5) years. The Contractor shall invoice the County monthly. The cost for each screening and subsequent monitoring is broken down in the chart below. The total for five (5) years shall be \$79.00. The Contractor shall continue to provide background screenings of its seasonal County-contracted workers at no cost to the County.

FINGERPRINT COST	1 ST YEAR	2 ND YEAR	3 RD YEAR	4 TH YEAR	5 TH YEAR
Per Person	\$52.25	\$58.94	\$65.63	\$72.32	\$79.00

Contractor shall provide an annual report which, shall include but not be limited to, the number of background screenings completed for the year, the persons screened, and if any background screenings are set to expire in the upcoming year.

2. All other terms and conditions of said Agreement shall remain in full force and effect. Said Agreement is incorporated herein by this reference and attached herein as Exhibit "B".

3. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

Reviewed for legal form and content:

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Assistant County Attorney

By: 

Curt Smith, Chairman

ATTEST: 

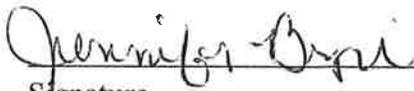
SCOTT ELLIS, CLERK

Date: October 10, 2017

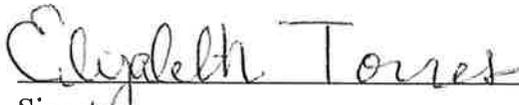
As Approved by the Board on October 10, 2017

Witness:

AUE STAFFING SOLUTIONS, INC.



Signature



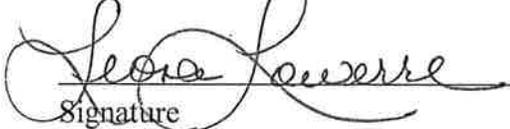
Signature

Jennifer Brylczynski

Print Name/Date

Elizabeth Torres

Print Name



Signature

Manager

Title

Leona Lownerre 9/29/17

Print Name/Date

Date: 9-29-17

AO-26: Background Investigation Checks

- E. Conviction – defined as a law violation where there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

NOTE: A "yes" answer to the question of law violation on the application will not automatically bar the applicant from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which they are applying will be considered.

- F. Recertification – Frequency which each Department/Office reinvestigates each employee's or volunteer's criminal history.

G. **SECURITY LEVELS:**

High Level (Level I) – Applies to an employee or volunteer who has unsupervised access and/or contact with individuals identified as being in the at-risk population.

Moderate Level (Level II) – Applies to an employee or volunteer who has supervised access and/or contact with individuals identified as being in the at-risk population.

Low Level (Level III) – All other employees or volunteers who do not fit into the High or Moderate security levels.

- H. VECHS – an acronym for the Volunteer & Employee Criminal History System at the Florida Department of Law Enforcement (FDLE). The VECHS program agreement allows Brevard County to submit state and national checks for employees and volunteers, as needed.
- I. F.S. 112.011 – Felon; removal of disqualifications for employment, exceptions.
- J. F.S. 943.04351 – Search of registration information regarding sexual predators and sexual offenders required prior to appointment or employment.

III. RESPONSIBILITIES

- A. Each Department/Office Director shall establish a background investigation check procedure which ensures that the guidelines in this Administrative Order are met.
- B. Each Department/Office will utilize the guidelines in this Administrative Order or will adhere to statutory/contractual requirements, whichever is more stringent.

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- C. Each Department/Office shall be responsible for verifying that each applicant meets the requirements for the job, including educational and/or licensing verification, driver's license check.
- D. Each Department/Office shall be responsible for checking and documenting a total of three (3) of the applicant's employment and/or personal references. Document if the applicant has insufficient work history (i.e.; a student with no experience or someone returning to the workforce after a long absence) or is a volunteer. Due diligence must be used in obtaining these references, but if no response is received, documentation should be made of what efforts were made. Reference checks are not mandatory for those temporary employees hired on a seasonal basis.

The Background Investigation Handbook has detailed instructions and reference forms to be used in checking these references.

- E. Each Department/Office shall perform the required minimum criminal background investigation checks at the appropriate security level for applicants under final consideration and document the results on the Background Checklist, which shall be provided to the Office of Human Resources with the background documents.

1. High-Level Security Check (Level I):

- Fingerprints - submit fingerprints to FDLE under the VECHS agreement using digital fingerprint machine or using the fingerprint card provided for FDLE and National FBI criminal investigation check.
- Brevard County Clerk E-Facts – www.brevardclerk.us.

2. Moderate-Level Security Check (Level II):

- FDLE – <https://web.fdle.state.fl.us/search/app/default>
- Brevard County Clerk E-Facts – www.brevardclerk.us.
- National Sex Offender Public Website - www.nsopw.gov
- Out-of-State criminal checks based on past seven (7) years address history (on-line checks may be done, if available), or alternatively a national background check.

3. Low-Level Security Check (Level III):

- Brevard County Clerk E-Facts – www.brevardclerk.us.
- National Sex Offender Public Website - www.nsopw.gov
- Florida Department of Corrections – www.dc.state.fl.us.
- Out-of-Area criminal checks based on past two (2) years address history (on-line checks may be done, if available).

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- F. Applicants under final consideration for positions classified as high security level shall be subject to the following guidelines for criminal background checks.

Consistent with F.S. 112.011, a person shall not be disqualified from employment by the County solely because of a prior conviction for a crime. However, a person may be denied employment by the County by reason of the prior conviction for a crime if the crime was a felony or first degree misdemeanor and directly related to the position of employment sought.

- 1. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position, irregardless of when it occurred, and will disqualify an applicant from further consideration:**

- Child Abuse, Neglect or Abandonment
- Extortion
- Extreme Violence (Aggravated Assault/Aggravated Battery, Murder, Attempted Murder, Vehicular Homicide)
- False Imprisonment
- Hate Crime
- Indecent Exposure if Sexual in Nature
- Kidnapping
- Manslaughter
- Child Pornography
- Illegal Possession of Guns or Weapons
- Robbery
- Sale of Controlled Substance
- Sexual Offense (Lewd and Lascivious – Sexual Battery)
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- 2. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to a high security level position if it occurred within five (5) years of the date of the background check, and will disqualify an applicant from further consideration:**

- Battery/Assault
- Domestic Violence
- Misdemeanor Drug and/or Paraphernalia
- Resisting Arrest with Violence
- Sale of Alcohol or Tobacco to a Minor
- Contributing to the Delinquency of a Minor

AO-26: Background Investigation Checks

- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

A prior conviction of one of the above criminal offenses, if a felony or first degree misdemeanor, that occurred beyond five (5) years of the date of the background check, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and the applicant is disqualified from further consideration.

- 3. A prior conviction for any of the following criminal offenses, if a felony or a first degree misdemeanor, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and if the applicant is disqualified from further consideration:**

- Disorderly Conduct/Trespassing
- Driving While Under the Influence (DUI), one incident only (more than one must show proof of rehabilitation)
- Petty Theft
- Worthless Checks
- Other Crimes
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- G. When determining whether a prior criminal conviction for any of the criminal offenses listed in Section F above are directly related to a high, moderate or low level security position, an appointing authority shall take the following factors into consideration:**

- The classification of the crime as a felony or first degree misdemeanor.
- The relationship between the incident and the type of employment or service that the applicant will provide.
- The nature, severity, number, and consequences of the incidents disclosed.
- The amount of time elapsed since the incident(s) occurred.
- The applicant's efforts and success at rehabilitation.
- The age of the applicant at the time of the incident.

If there is any question about whether the criminal offense is directly related to the position, contact the County Attorney's Office.

- H. After the background investigation checks are satisfactorily completed, the Department/Office can initiate the request for the applicant to be hired to a paid position or coordinate a start date for a volunteer placement.**

AO-26: Background Investigation Checks

IV. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.



Howard Tipton
County Manager
Brevard County, Florida

**CONTRACTED WORKER SERVICES AGREEMENT
AMENDMENT NO. 3**

THIS AMENDMENT made and entered into the 15 day of November 2016 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), and AUE STAFFING SOLUTIONS, INC. (hereinafter the "Contractor").

WHEREAS, the parties hereto have previously entered into a Contracted Worker Services Agreement on October 1, 2013 with term ending on September 30, 2016 that provides the option to renew the Agreement for two (2) additional terms of 12 months, based upon mutual agreement; amended on October 1, 2015; amended on October 1, 2016, and

WHEREAS, the parties hereto desire to amend the background screening requirements in Section 20; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

Section 20, titled "BACKGROUND SCREENING," shall include the following language:

In addition to Contractor's current background and screening service for the "seasonal" staff, Contractor shall provide, as needed, background and screening services for the County's "seasonal" volunteers.

County shall provide the Contractor's contact information to the "seasonal" volunteers.

The Contractor shall provide fingerprinting services on a mobile basis for groups of ten (10) or more. The Contractor shall also provide fingerprinting services in the Contractor's office located at 1600 Sarno Road, Suite 211, Melbourne Professional Center, Melbourne, Florida 32935. The hours or operations shall be Monday through Friday from 8:00 a.m. to 5:00 p.m.

The Contractor shall provide various degrees of background screening, including but not limited to, screenings compliant with the requirements of the Jessica Lunsford Act and Florida Statutes 1012.467 and 1012.315 (Level III), all screenings shall be completed in adherence with Florida Department of Law Enforcement (FDLE) requirements.

1. The Contractor's technician will research all volunteers' E-Facts on the Brevard County Clerk of Courts website prior to processing fingerprints.
2. The Contractor shall confirm all required background clearances, per the current County Administrative Order guidelines and requirements, and shall timely inform the County of a volunteer's eligibility or ineligibility for the requisite background clearance.
3. The Contractor shall maintain the background screening files for a minimum of five (5) years, and shall timely provide said files to County upon request.
4. The Contractor shall prepare and provide monthly reports detailing the status of volunteers background screening i.e. when the background screening expires.
5. The Contractor shall provide an annual report advising termination dates of background screenings of current volunteers. The Contractor shall alert the County if a volunteer is flagged for an arrest within 24 hours of being informed by the FDLE of the arrest.

The Contractor shall invoice the County monthly, and the County shall remit for payment for said invoices within one (1) business days of receipt. The cost for fingerprinting services shall be as follows:

FINGERPRINT COST	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
VOLUNTEERS	\$52.25	\$58.94	\$65.63	\$72.32	\$79.00

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

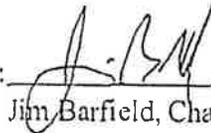
**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**



Scott Ellis, Clerk

Witness:

By:



Jim Barfield, Chairman

Date: 11/15/16

As Approved by the Board on November 15, 2016



Signature

Reviewed for legal form and content:



Tammy Rowe

Print Name/Date

By: Assistant County Attorney

Witness:

AUE STAFFING SOLUTIONS, INC.



Signature

Signature

Tamara Smith 12/23/16

Print Name/Date

Print Name



Signature

Title

Jennifer Bryforynski

Print Name/Date

12/23/16

Date: 11/15/16

**CONTRACTED WORKER SERVICES AGREEMENT
AMENDMENT NO. 2**

THIS AMENDMENT made and entered into the 1st day of October 2016 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), and AUE STAFFING SOLUTIONS, INC. (hereinafter the "Contractor").

WHEREAS, the parties hereto have previously entered into a Contracted Worker Services Agreement on October 1, 2013 with term ending on September 30, 2016 that provides the option to renew the Agreement for two (2) additional terms of 12 months, based upon mutual agreement; amended on October 1, 2015; and

WHEREAS, Agreement authorizes the Parks and Recreation Director to negotiate a new rate not to exceed the percentage increase in the annual Consumer Price Index (CPI-U) based on the month of contract execution; and

WHEREAS, the parties hereto desire to extend the term of said Agreement for the first additional 12 months.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. Said Agreement shall be renewed pursuant to the renewal terms of the Agreement and shall commence on October 1, 2016 and continue through September 30, 2017.
2. Section 6, titled "INSURANCE," shall be replaced in its entirety with the following language:
 6. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:
 - a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
 - b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident. The Contractor shall be required to obtain insurance coverage and shall provide proof of said insurance for workers operating automobiles within the scope of services provided under this Agreement.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

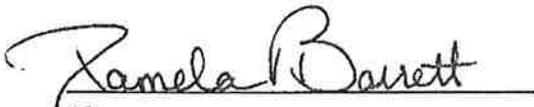
d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

3. All terms and conditions of said Agreement, which is incorporated herein by reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

Witness:

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**


Signature

Pamela Barrett 8/25/16
Print Name/Date


Signature

Sally Lewis 8/25/16
Print Name/Date

By: 
Stockton Whitten, County Manager

Date: 8/25/16
As Approved by the Board on September 4, 2012

Reviewed for legal form and content:

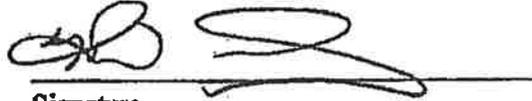

By: Assistant County Attorney

Witness:

AUE STAFFING SOLUTIONS, INC.



Signature



Signature

Claudia Camacho

Print Name/Date

TERRY WISEMAN

Print Name



Signature

VP OPERATIONS

Title

Brittany Lord

Print Name/Date

Date: 9/21/16

**CONTRACTED WORKER SERVICES AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT made and entered into the 1st day of OCTOBER 2015 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), and AUE STAFFING, INC. (hereinafter the "Contractor").

WHEREAS, the parties hereto have previously entered into a Contracted Worker Services Agreement October 1, 2013 with term ending on September 30, 2016 that provides the option to renew the Agreement for two (2) additional terms of 12 months, based upon mutual agreement; and

WHEREAS, Agreement authorizes the Parks and Recreation Director to negotiate a new rate not to exceed the percentage increase in the annual Consumer Price Index (CPI-U) based on the previous calendar year; and

WHEREAS, the parties hereto desire to amend the billing percentage rate in Exhibit B, Revised Billing Price Sheet.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. Exhibit B, Revised Billing Price Sheet: The billing rate percentage for the term October 1, 2015 through September 30, 2016 will be amended to 27.55% from the original 25.95% for all job titles.
2. All terms and conditions of said Agreement, which is incorporated herein by reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

Witness:

Sally Lewis
Signature

SALLY Lewis
Print Name/Date

Sandy Crumery
Signature

SANDY CRUMERY
Print Name/Date

Witness:

Mary E Clark
Signature

MARY E Clark
Print Name/Date 9/30/15

David B. Marsel
Signature

David B. Marsel
Print Name/Date 9/30/15

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: Stockton Whitten
Stockton Whitten, County Manager

Date: 9/24/18
As Approved by the Board on September 4, 2012

Reviewed for legal form and content:

[Signature]
By: Assistant County Attorney

AUE STAFFING, INC.

[Signature]
Signature

TERRY R WISEMAN
Print Name

VP OPERATIONS
Title

Date: 9/30/15

CONTRACTED WORKER SERVICES AGREEMENT

THIS AGREEMENT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and AUE Staffing Solutions Inc., a business having its primary business location at Melbourne Professional Center, 1600 Sarno Road, Suite 211, Melbourne, Florida 32935, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining contracted seasonal and other worker services, and

WHEREAS, the County desires to engage the Contractor to perform certain services pertinent to such work in accordance with this Agreement described in Exhibit A, and

WHEREAS, the Contractor desires to provide such services in accordance with this Agreement, and has represented to Brevard County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Exhibit A, attached hereto and made a part hereof by this reference and hereinafter referred to as ("work" or "services").

2. **TERM:** The term of the Agreement shall be three years effective October 1, 2013 and continue through September 30, 2016. The County shall have the option to renew this agreement for two (2) additional terms of 12 months each based on mutual agreement by both parties, upon request to the Contractor received sixty (60) days prior to termination of the current term. This Agreement may be renewed, under the same terms and conditions described within, by the County Manager or designee if delegated this authority.

3. **PAYMENTS:** County shall pay the Contractor for services provided under this Agreement as specified in Exhibit B attached hereto and made a part hereof by this reference. The County and the Contractor agree that the "billing rates" contained in Exhibit B may be adjusted after September 30, 2014. The Contractor shall notify the County in writing of the desire to increase the "billing rates" 60 days prior to the end of each contract year. The Parks and Recreation Director shall be authorized to negotiate a new rate not to exceed the percentage increase in the annual Consumer Price Index (CPI-U) based on the previous calendar year. The County reserves the right to deduct from any contractor invoice

an amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq. The County does not guarantee any minimum usage of contracted workers. Contracted worker service requests shall be issued throughout the contract term for various service locations on an as-needed basis. The County may with the approval of the Contractor request various contracted workers to meet the needs of the Department based upon the "billing rates" established in this agreement.

4. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the County, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **MODIFICATIONS TO AGREEMENT:** This Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

6. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

7. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

8. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

9. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws, rules and regulations.

10. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

11. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the prior written permission of the County.

12. **TERMINATION:** Either party may terminate this Agreement upon 60 days written notice to the other party. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed or services provided prior to the effective date of termination.

The County may, by sixty (60) days prior written notice to the Contractor, terminate this Agreement, in whole or part, for the County's convenience. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected, unless the notice directs otherwise.

If the termination is for the convenience of the County, the County shall not be obligated to pay for any services performed after notice of termination has been given unless the County specifically directs and advises otherwise in this notice and such shall be based on the percentage of work performed.

The County may issue a written proposed notice of termination as a result of failure of the Contractor to fulfill its Agreement duties and obligations. The Contractor shall have fifteen (15) calendar days from the date of the proposed notice of termination within which to correct such deficiencies described in said proposed notice. If the Contractor fails to correct such deficiencies to the satisfaction of the County within the stated time period, then the County may terminate the Agreement immediately by issuing written notice of termination and take over the work and ensure the work is performed itself or by

separate Agreement or otherwise. In such case, the Contractor shall be liable to the County for reasonable additional costs incurred by the County thereby. The Contractor shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the Contractor's reasonable control and without the fault or negligence of the Contractor.

If, during any term or renewal period of this Agreement, the County has issued two (2) proposed notices of termination with the deficiencies under the first two (2) notices having been corrected by the Contractor, the County shall have the right to terminate the Agreement upon the third (3rd) instance of the Contractor's failure to fulfill its duties and obligations under this Agreement without giving the Contractor any period of time to correct the deficiency. Termination under this provision shall be effective fifteen (15) calendar days from the date of the notice unless otherwise agreed to by the County. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the payments shall be made to the Contractor consistent with the provision for adjustments to payments when the termination is for the convenience of the County, as set forth above.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

The Contractor may terminate this Agreement, with or without cause, after providing at least sixty (60) days prior written notice to the County. The Contractor shall be responsible to the County for any damages or reasonable additional costs incurred by the County as a result of said termination.

13. **INDEPENDENT CONTRACTOR:** The contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

14. **DISCLOSURE OF PUBLIC RECORDS:** As provided in Section 119.0701, Florida Statutes, the CONTRACTOR is required to, and by executing this Agreement the CONTRACTOR agrees to: (a) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services provided for in this Agreement; (b) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Section 119.07, Florida Statutes, or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential (under federal and Florida law) from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet

all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in the possession of the CONTRACTOR upon termination of this Agreement, destroying any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the then existing information technology systems of the COUNTY.

The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of provisions of Florida's public records law, may be sought from the COUNTY's County Attorney's Office; provided, that the CONTRACTOR hereby agrees that the County Attorney's Office is not providing legal or other advice to be relied upon by the CONTRACTOR.

THE CONTRACTOR AGREES THAT NO PUBLIC RECORD THAT IS CONFIDENTIAL UNDER FLORIDA OR FEDERAL LAW WILL BE RELEASED BY THE CONTRACTOR TO OTHER THAN THE COUNTY ATTORNEY'S OFFICE. NO PUBLIC RECORDS THAT ARE EXEMPT FROM THE PUBLIC RECORDS LAW, CHAPTER 119, FLORIDA STATUTES, WILL BE RELEASED OR PROVIDED TO OTHER THAN THE COUNTY ATTORNEY'S OFFICE, EXCEPT WITHOUT THE WRITTEN APPROVAL OF THE COUNTY ATTORNEY OR SAID ATTORNEY'S DESIGNEE. When the CONTRACTOR seeks to withhold from the public any public record, the CONTRACTOR will immediately contact the County Attorney's Office and seek a written determination whether to release the record or not to a party requesting the same. The CONTRACTOR agrees that it will not withhold any public record from the COUNTY for any reason including a claim that the public record is exempt, confidential, proprietary, or a trade secret.

Anything, by whatsoever designation it may be known, that is produced by or developed in connection with this Agreement shall remain the exclusive property of the COUNTY and may not be copyrighted, patented, or otherwise restricted as provided by Florida Statutes. Neither the CONTRACTOR nor any other individual employed under this Agreement shall have any proprietary interest in any service or product(s) delivered under this Agreement. The COUNTY agrees that if the COUNTY reuses anything produced pursuant to this Agreement for a purpose other than as agreed to pursuant to this Agreement that the CONTRACTOR will be released from liability unless otherwise specifically agreed to by the CONTRACTOR.

15. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers,

constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

16. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

17. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

18. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

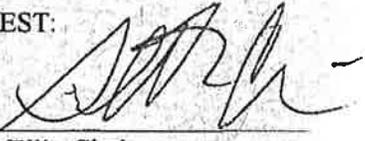
19. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its Exhibits and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

20. **BACKGROUND SCREENING:** The contractor agrees to provide, at no cost to the County, background screening and investigation as described in Exhibit "A" hereto. Contracted workers may be disqualified based on the results of the background screening.

21. **NOTICE:** Notice under this agreement shall be given by certified mail or hand delivery as follows: Jack Masson, Parks and Recreation Department Director, Brevard County Parks and Recreation, 2725 Judge Fran Jamieson Way, Suite B-203, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Terry Wiseman, VP Operations, 777 E. Altamonte Drive, Altamonte Springs, FL 32701.

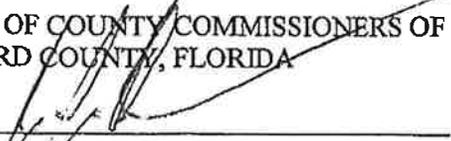
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


By: _____
Andy Anderson, Chairman

Date: 8/15/13

As approved by the Board on September 4, 2012

Reviewed for legal form and content:



Assistant County Attorney

WITNESSES:



Witness Signature

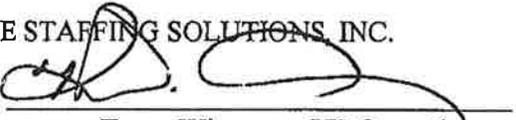
Karen Morris
Print Name/Date



Witness Signature

Ligia Casanova
Print Name/Date

AUE STAFFING SOLUTIONS, INC.


By: _____
Terry Wiseman, VP Operations

Date: 5/28/13

Exhibit A

Contracted Seasonal Recreation Worker Services for Parks & Recreation

P-2-13-13

SCOPE OF SERVICES

1. This indefinite quantity contract retains the Contractor to provide contracted seasonal worker services primarily to the Parks and Recreation Department. The estimated annual hours and estimated pay rate referenced in this RFP are only estimates and provided as a guideline for preparing your proposal. The County will use the estimated annual use numbers for the evaluation of the RFP but the County does not guarantee any minimum usage. It is estimated that we currently utilize 401 to 524 seasonal workers annually. Contracted seasonal worker service requests will be issued throughout the contract period for various Park locations on an as-needed basis. The Parks and Recreation Department is divided into three geographical operating areas. The number of sites for contracted seasonal workers by areas is estimated as follows: North Parks—15; Central Parks—17; South Parks—11; Central Golf—1; South Golf—2. The awarded Contractor shall provide contracted seasonal worker services as required for the following positions:

Seasonal Recreation Worker I (estimated 169 to 215 workers)

Seasonal Recreation Worker II (estimated 36 to 45 workers)

Seasonal Recreation Worker III (estimated 14 to 22 workers)

Recreation Instructor (also used for Recreation Pool Swim Instructors) (estimated 4 to 7 workers)

Recreation Aide (estimated 70 to 85 workers)

Recreation Leader (estimated 16 to 26 workers)

Lifeguard I (estimated 82 to 108 workers) for Pools only

Lifeguard Captain I (estimated 7 to 10 workers) for Pools only

Pro Shop Attendant (estimated 3 to 6 workers)

The awarded Contractor may also be asked to provide staffing for additional positions not included above for other Parks and Recreation services or other departments as determined necessary by the Department Director or designee.

2. Contractor will be responsible for screening, testing, evaluations, recruitment and disciplinary actions involving any contracted seasonal worker under this contract. Contractor will also be responsible for costs involved in screening, testing, evaluations, recruitment and disciplinary actions.
3. Contractor will be responsible for the administration and maintenance of all labor and payroll requirements.
4. Contractor shall ensure that all contracted seasonal workers filling the requirements of this contract report to their workplace dressed in the proper attire for the position being filled.
5. The County defines a seasonal worker as a person who performs duties in a recreational work unit or organized camp which does not operate for more than seven (7) months in any calendar year. The Fair Labor Standards Act [Section 213 (a)(3)] exempts seasonal recreation workers from overtime pay at the rate of one and one half times the regular hourly rate. Hours for seasonal workers in excess of a 40 hour workweek will be compensated at the regular hourly rate.

6. The County defines a temporary worker as a person employed in casual labor for brief periods or a limited period with a defined expiration date not to exceed 1,040 hours of work in any twelve (12) consecutive calendar months. The Palm Bay Aquatic program, Habitat Golf Course, Savannahs Golf Course and Spessard Holland Golf Course are open year round and therefore must utilize temporary workers instead of seasonal workers. For contracted workers working at these locations, overtime billing is at the rate of time and one half shall be paid upon proper authorization from the departmental supervisor who signs the time card record for the contracted worker.
7. The majority of the contracted worker services that are needed will be for seasonal workers, however, temporary workers will be needed for programs that are operated year round, such as the Palm Bay Aquatic program, Habitat Golf Course, Savannahs Golf Course and Spessard Holland Golf Course. Except for overtime purposes, any conditions or references to a seasonal worker will also apply to a temporary worker. It will be up to the Parks and Recreation staff to notify the agency when a contracted worker falls under the temporary status category to ensure overtime pay when authorized.
8. Individual requests for contracted seasonal recreation worker placement will come from the Area Supervisor to the Contractor in writing, via email or fax. Contractor shall confirm receipt of order via same written method within 24 hours of receipt.
9. Contracted workers may be required to work in excess of 30 hours per week during times such as recreational day camps, however, never more than a 3 month consecutive period. The contracted workers are not County employees. The Contractor is responsible for all costs associated with providing health care insurance required by state or federal government.
10. Any contracted seasonal worker may be hired by the County on a part-time or full-time basis after ninety (90)-days of contracted seasonal service without a fee paid to the providing Contractor. If the County recruited the contracted seasonal worker, then there will be no charge if the contracted seasonal worker is hired by the County. If the agency recruited the contracted seasonal worker, then the buy out fee will apply:
 - 1 to 30 days of contracted seasonal service: buy out charge \$300
 - 31 to 60 days of contracted seasonal service: buy out charge \$200
 - 61 to 89 days of contracted seasonal service: buy out charge \$100
 - 90 days or more of contracted seasonal service: buy out charge \$0
11. The County will notify the Contractor when any contracted seasonal worker is no longer needed for the convenience of the County.
12. After the Contractor has completed recruitment, the County will conduct their own interviews that may involve testing of the contracted seasonal workers abilities, such as swim testing for lifeguards, etc. In the instance of an unsatisfactory or unqualified person being assigned, the Contractor will be notified and that person may be dismissed from his/her contracted seasonal service assignment immediately. If deemed necessary, the contracted seasonal worker may be escorted from County property. If dismissed before commencing work, billing for that contracted seasonal worker shall not be accepted.
13. Working hours and days may vary depending upon departmental requirements. Shift work may at times be required; however, shift differentials shall not be paid.

14. Listed duties are illustrative only and are not intended to describe each and every function which may be performed in the job class. The omission of specific statements does not preclude management from assigning specific duties not listed herein if such duties are a logical assignment to the position.
15. The knowledge, skills and abilities identified in the position specifications represent those needed to perform the duties of the job. Additional knowledge, skills and abilities may be applicable for individual positions.
16. The Contractor must provide initial individual drug testing and all costs related at no charge to the County. Confirmation must be provided showing the testing was performed and results are satisfactory. If no break in service, the drug test will be valid for one year and after one year, returnees must be re-tested at no charge to the County. If the County has a reasonable suspicion that the contracted seasonal worker has used drugs, the Contractor must provide additional drug testing at no charge to the County. The drug test for the majority of the contracted workers will be a 5-Panel test. It will be up to the Parks and Recreation staff to indicate to the Contractor when the contracted worker will require a Commercial Drivers License for their assignment and therefore require a DOT 5-Panel Drug Test. Only a minimal number of contracted workers will require a Commercial Drivers License for their assignment.
17. The Contractor must provide initial individual background screenings for the contracted seasonal workers and all costs related at no charge to the County. Proof must be provided showing the testing was performed and results are satisfactory. The background screening will be valid for 5 years, unless the County has a reasonable suspicion that the contracted seasonal worker's background has changed; then the Contractor must provide additional background screening at no charge to the County. The required Parks and Recreation Department Level I background screenings are:
 - Clerk E-Facts
 - National Sexual Predators and Sexual Offenders check – www.nsopw.gov
 - Reference Check
 - Prior Employment Check
 - Licensing and Education
 - Drivers License validity
 - Fingerprinting
 - Department of Juvenile Justice check (under 18)"

Note: If a prospective candidate is a current Brevard County School Board employee in good standing, the County will not require additional screening, unless the Contractor requires it. The Contractor will furnish a written statement on their letterhead notifying the County that background check requirements were waived because the employee was screened for employment at the Brevard County School Board.

18. Contracted seasonal workers are not considered to be assigned to a primary County facility location, therefore will receive no travel mileage reimbursement for traveling from facility to facility. If the supervisor requests the contracted seasonal worker to travel in their personal vehicle to a non-County location, such as a hardware store, then authorized travel reimbursement will be allowed at the County's travel mileage reimbursement rate, which is currently 44.5 cents per mile. This reimbursement is to be invoiced by the Contractor separately from payroll and must contain details such as contracted worker name, date,

number of miles, reason for travel and name of County supervisor that authorized it. If utilizing a County owned vehicle, no travel mileage reimbursement can be requested.

19. Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70 et seq. Any order placed as a result of this proposal will be subject to the billing instructions and conditions on the face of the Brevard County Purchase Order. The payroll payment period should be bi-weekly and the same time frame as the County's pay period.
20. If the Contractor fails to comply with proposal award terms, special conditions, scope of services and evaluation criteria, the County can terminate the agreement due to default.

Exhibit B

**CORRECTED SUBMITTAL FROM AUE
Contracted Seasonal Recreation Worker Services for Parks & Recreation
P-2-13-13**

REVISED BILLING PRICE SHEET (Addendum 1)

The County will assign the Contracted Worker Pay Rate for each seasonal worker depending on skills and prior Brevard County Parks and Recreation experience. The estimated Contracted Worker pay rate shown is the minimum pay rate per position. The Contractor will propose a Billing Percentage to charge onto the County assigned Contracted Worker Pay Rate to determine the Estimated Billing Rate. The Estimated Billing Rate may differ depending on the Contracted Worker Pay Rate, however, the proposed Billing Percentage shall remain the same for each job title. This Billing Percentage/Rate should include all costs, (except travel reimbursement), such as: Contracted Worker Rate, Social Security taxes, Medicare taxes, State and Federal Unemployment Insurance, Workers Compensation Insurance, Liability Insurance, Advertising, Recruiting Costs, Background Checks, Drug Testing, and Administrative Costs, (Payroll, Admin, etc.). The estimated annual hours and estimated pay rate referenced in this RFP are only estimates and provided as a guideline for preparing your proposal. The County will use the estimated annual use numbers for the evaluation of the RFP but the County does not guarantee any minimum usage. Contracted seasonal worker service requests will be issued throughout the contract period for various Park locations on an as-needed basis.

ITEM No.	JOB TITLE	ESTIMATED WORKER RATE	PROPOSED BILLING %	ESTIMATED BILLING RATE	X	ESTIMATED ANNUAL HOURS	=	ESTIMATED EXTENDED PRICE
1	Seasonal Recreation Worker I	\$8.18	25.95 %	\$10.30	X	36,025	=	\$371,057.50*
2	Seasonal Recreation Worker II	\$9.36	25.95 %	\$11.79	X	13,310	=	\$156,924.90
3	Seasonal Recreation Worker III	\$10.74	25.95 %	\$13.53	X	7,580	=	\$102,557.40
4	Recreation Instructor	\$10.74	25.95 %	\$13.53	X	2,120	=	\$28,683.60
5	Recreation Aide	\$10.22	25.95 %	\$12.87**	X	22,050	=	\$283,783.50
6	Recreation Leader	\$11.25	25.95 %	\$14.17	X	4,169	=	\$59,074.73
7	Lifeguard I (Pools only)	\$8.36	25.95 %	\$10.53	X	20,785	=	\$218,866.05
8	Lifeguard Captain I (Pools only)	\$9.31	25.95 %	\$11.73	X	4,875	=	\$57,183.75
9	Pro Shop Attendant	\$10.22	25.95 %	\$12.87	X	5,900	=	\$75,933.00
TOTAL ESTIMATED ANNUAL PRICE								\$1,354,064.43

*Extension errors corrected based on Purchasing's administrative review.

**NOTE: Terry Wiseman confirmed in writing on July 10, 2013 that he inadvertently used the Price Sheet included in the Original RFP, instead of the Revised Sheet issued via Addendum 1 (which corrected the hourly rate for Recreation Aide). He also confirmed that the billing percentage remained 25.95%. As such, here is the corrected Price Sheet based on that clarification and correction of the extension error on line 1.
(Juliet Misconi)