



## **Agreement Terms for Contract (Temporary Labor) and Direct Placement**

JMI Staffing Solutions Inc. (JMI) is providing staffing associates to the Flagler County, Florida (Client) in consideration of your agreement to the terms and conditions set forth in this Agreement.

### **Duties and Responsibilities:**

**1. JMI will:**

- a. Assign a dedicated JMI Account Manager to CLIENT.
- b. Provide service seven (7) days a week, regardless of shift time.
- c. Recruit, screen (to include e-verify), interview, and assign its employees to perform the work and duties specified by CLIENT.
- d. Pay assigned employees' wages based on the recorded times authorized and provided by CLIENT. Provide a weekly consolidated invoice to CLIENT.
- e. Offer JMI employees a Healthcare policy in total compliance with the new Affordable Care Act (ACA) effective on January 1, 2015 and a Benefits Plan to include, but is not limited to: Dental, Vision, Term Life and Short-Term Disability Insurance. JMI employees must meet the specific requirements to obtain and retain these benefits.
- f. Pay, withhold, and transmit all Federal and State mandatory payroll taxes; provide unemployment insurance and workers compensation benefits.
- g. At the CLIENT's request, provide criminal background checks and drug screening, as permitted by law
- h. Comply with all applicable Federal, State and Local employment laws and regulations; we will indemnify and hold client harmless from any claims or damages caused by our non-compliance within any such laws.
- i. Allow the CLIENT to hire the assigned employees as part of the temp-to-hire policy after 720 hours or for the fee set forth in Exhibit A. (Not applicable to transferred employees)
- j. Require assigned JMI employees to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by the CLIENT.

**2. CLIENT will:**

- a. Properly supervise assigned employees performing its work and be responsible for its business operations, products, services, and intellectual property. CLIENT is



responsible for all results of the assigned employee including loss or damage to equipment, machinery, data, materials or other property in the care or control of our assigned employees as well as bodily injury (except for bodily injury to the associates covered by workers compensation) unless caused by the willful misconduct of our assigned employees.

- b. Properly supervise, control, and safeguard its premises, processes, systems, and not permit assigned employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without prior written approval from JMI or as strictly required by the job description provided to JMI.
- c. Agree that if CLIENT permit our assigned employee to operate any type of motor vehicle, and/or equipment outside of normal responsibilities etc. that CLIENT will hold JMI harmless and indemnify JMI for; property damage, bodily injury, collision or public liability claims, regardless of fault.
- d. Provide assigned employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed to at the work site.
- e. Agree not to discriminate against any of our assigned employees including treatment of his/her assignments, working conditions and pay.
- f. Not change assigned employees' job duties without JMI's prior written approval. CLIENT is responsible to overseeing that assigned employees perform duties in a reasonably prudent manner, as directed by CLIENT. CLIENT agrees to hold JMI harmless in losses resulting from negligence or misconduct by CLIENT.
- g. Communicate all employment opportunities and/or offers of employment to the assigned account manager, and not to assigned employee. Client understands that making an offer of employment to an assigned employee prior to conditions set forth on Exhibit A constitutes a violation of this agreement, and as such, JMI has the right to pursue legal action. (Not applicable to transferred employees)

**Payment Terms, Bill Rates, and Fees for Contract (Temporary Labor) Placement:**

1. CLIENT will pay JMI for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Payment is due within 30 days of date of invoice. A monthly service charge of 18% per annum will be assessed on charges remaining unpaid 30 days after the invoice date. JMI is entitled to reasonable fees, attorney fees and other expenses incurred to collect all charges on CLIENT account.
2. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the assigned employees. Authorized CLIENT signature or other agreed method of approval of the work time submitted for assigned employees certifies that the documented hours are correct and authorizes JMI to bill CLIENT for those hours.
3. CLIENT will not use the services of any assigned employee within 365 days as a direct hire, an independent contractor or through any other staffing firm. CLIENT must notify JMI and (a) continue the assigned employee's assignment through JMI at the applicable bill rate or



(b) pay JMI the policy fee as identified by the JMI Temp to Hire Rate policy identified in Exhibit A.

4. The contract rates will remain in effect through March 2019, with the exception being Federal/State Tax, New Healthcare Laws or Minimum Wage increases or at the discretion of CLIENT to increase selected employee pay rates.
5. JMI and/or CLIENT may terminate this Agreement in its entirety by providing thirty (30) days' prior written notice.

**Payment Terms, Bill Rates, and Fees for Direct Placement (if applicable):**

1. **Candidate Search:**

Upon request, JMI agrees to conduct a candidate search for CLIENT. To allow JMI to provide CLIENT with the most capable candidates, CLIENT agree to provide JMI with position requirements, salary guidelines and other information JMI might need in the search. Using this information, JMI will recruit and screen potential candidates to ensure that any individual JMI refers to CLIENT will be qualified for the position.

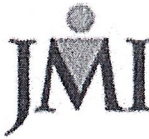
2. **Search Fee and Payment Terms:**

In exchange for our services, CLIENT agrees to pay JMI a fee if CLIENT hires any candidate referred by JMI within twelve (12) months from the time JMI present the candidate to CLIENT. Our fee is earned if the candidate is hired or engaged by CLIENT under any title or position (whether as an employee, consultant, or independent contractor), or by another employer to whom CLIENT refer the candidate.

The JMI fee is percent 20% of the agreed upon first year's base compensation of the candidate. The fee is due and payable in full within thirty (30) days of the candidate's starting date of employment. If full payment of the fee has not been received within thirty (30) days from the start date, the amount will be considered delinquent. With respect to delinquent accounts, (1) the unpaid balance will be subject to interest at a rate of 1.5% per month (18% Annual Percentage Rate), (2) any negotiated discounts will be null and void, and (3) the performance guarantee set forth herein will be null and void. CLIENT also agrees to pay all of our collection costs, including reasonable attorney's fees, if collection of our fee is necessary by suit or other collection means. Because this Agreement anticipates the extension of credit, CLIENT authorize JMI to obtain a business credit report, investigate CLIENT credit history, bank references and any other information deemed necessary to extend credit to CLIENT. CLIENT also authorizes JMI to obtain periodic credit reports on CLIENT in connection with our ongoing extension of credit to CLIENT.

3. **Performance Guarantee:**

JMI will provide a 90 day replacement guarantee in the event our candidate resigns or is terminated by CLIENT for any reason other than layoff. This guarantee applies only if the full fee is paid according to the terms of this Agreement and JMI is notified within ten (10) days of the candidate's resignation or termination. This guarantee is applicable only toward the fee for a replacement candidate.



If JMI does not replace a candidate within 60 days, the CLIENT shall be entitled to the following refund of the placement fee according to how many days our candidate worked for CLIENT:

- 1 - 30 days 75% of the fee will be refunded
- 31 - 60 days 50% of the fee will be refunded
- 61 - 90 days 25% of the fee will be refunded
- 91 days guarantee expires and no refund applies

**Confidential Information:**

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT'S confidential information will be imputed to JMI as a result of Assigned Employee's access to such information.

**Hiring Responsibility:**

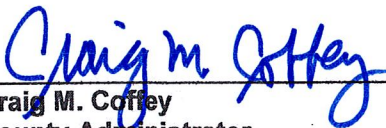
CLIENT understands and agrees that JMI is solely responsible to satisfy CLIENT as to the candidate's expertise, qualifications, credentials, background, resume, references, character, integrity and suitability to provide the specific services that the CLIENT requires. We are not responsible for and do not accept any liability that may arise from or might be caused by the acts or omissions of any candidate hired by CLIENT. Subject to the limits of Section 768.28, Florida Statutes, CLIENT agrees to defend, indemnify and hold JMI, including our directors, officers, employees and agents, harmless from any such acts.

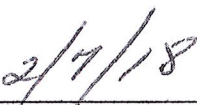
**Entire Agreement:**

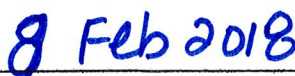
This Agreement constitutes the entire agreement between JMI pertaining to the subject matters herein and cannot be amended or modified except in writing and signed by both parties.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

  
 \_\_\_\_\_  
 Pablo Nieves  
 Sr. Director of Contracts  
 JMI Staffing Solutions

  
 \_\_\_\_\_  
 Craig M. Coffey  
 County Administrator  
 Flagler County, Florida

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Date

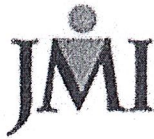


Exhibit A

Pricing Schedule for Flagler County Staffing Needs

Employee	Current Position	W/C Code*	Position Type	Hourly Pay Rate**	Mark-up Rate	Hourly Consultants Rate
Sally Sherman	Senior Special Projects Coordinator	8810	Administration	\$71.51***	28%	\$91.53

The above employee will be transferred to JMI Staffing Solutions' payroll starting 3/1/18. JMI will provide for any Flagler County's additional staffing needs when requested by County.

Temp – Hire – Rate Policy

Not Applicable to transferred Employees

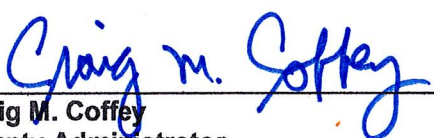
- 1 – 160 hours = 20% of annual salary
- 161 – 320 hours = 15% of annual salary
- 321 – 420 hours = 10% of annual salary
- 421 – 720 hours = 5% of annual salary
- 721 + hours = no charge

\* As identified by the National Council on Compensation Insurance (NCCI).

\*\* Additional pay rates are determined by skill sets required, employee experience, and at the sole discretion of Flagler County, Florida. Mark-up percentage will remain the same for any pay rates.

\*\*\* Hourly Pay Rate based on Full-Time hours equal to 2080 per year at a yearly salary equal to \$148,746.02.

  
Pablo Nieves  
Sr. Director of Contracts  
JMI Staffing Solutions

  
Craig M. Coffey  
County Administrator  
Flagler County, Florida

2/7/18  
Date

8 Feb 2018  
Date