



BOARD OF ALDERMEN
AGENDA ITEM
11/24/25

ISSUE: Contract Authorization Ordinance 2026-26.27

PRESENTED BY: Town Manager, Alice Derian

DEPARTMENT: Administration

In accordance with Ordinance 2025-25.25 which limited the Town Manager's Contracting Authority to contracts under \$40,000 without Board Approval; the attached Contract Authorization Ordinance requests for the Board to authorize the Town Manager to approve the use of Roth Staffing Companies L.P dba Ultimate Staffing Services and Ledgent Finance & Accounting to hire on a temporary basis, with the potential to covert to a temporary-to-hire position for the Finance Office.

The Accountant 1 position remains unfilled due to the absence of qualified candidates, and with the announcement of the retirement of the Deputy Finance Officer effective November 26, 2025, there is urgent need to fill this role in the Finance Office. This is also to keep in compliance with the LGC finding and corrective action of Feb 2025. The corrective action requires the Town to create and maintain internal control that provide clear separation of the processing and approval of financial transactions.

The attached agreement outlines the billing rate of \$50.40 for the candidate identified for this role. We request starting this contract December 3, 2025 and maintaining it through June 30, 2026 (approximately 30 weeks) at approximately 40 hours a week totaling approximately \$60,480. The intention is to use this as a trial period for the candidate to potentially convert to full time. During this period the Town will continue to recruit for the Accountant 1 position.

Sincerely,

Alice Derian

Town Manager

Town of North Topsail Beach



November 19, 2025

Town of North Topsail Beach
2008 Loggerhead Court
North Topsail, NC 28460
Attention: Wayne Johannessen

Dear Wayne:

Thank you for choosing Roth Staffing Companies, L.P. dba Ultimate Staffing Services and Ledgent Finance & Accounting ("Roth"), to assist you with your staffing needs. We love to create remarkable experiences... every person every time. We will work with you based upon the priority of the hire and the degree of urgency. The following paragraphs outline different options available to you (also referred to as "Client") in the hiring process for your temporary, temporary-to-hire or direct hire positions.

DIRECT PLACEMENT

You may hire a candidate onto your payroll for a one-time fee. The fee is based upon the new employee's first year annualized compensation, excluding any discretionary and non-guaranteed compensation. The fee is 22% of the employee's first year salary should our candidate commence employment with you, or any affiliate or division of your company. All searches are on a contingency basis; there is never a fee unless your company chooses to hire a candidate. Invoices are issued on the employee's start date, and invoices are due (receipt of payment) within 10 days of the original date of invoice on all direct placements. There will be a 6% fee on all unpaid invoices greater than 30 days from original date of invoice. You shall promptly pay invoices, late fee charges, and all collection fees, attorneys' fees and court costs on all unpaid balances beyond the due date.

A 90-day guarantee is in effect, conditioned on timely receipt of payment per invoice terms. If there is a separation of employment between days 1-90, we guarantee our best effort replacement of the same position at no cost. This guarantee does not apply if the invoice terms have not been met, or if the employee is terminated due to a layoff, elimination of position, reorganization, closure, relocation, or principal change in job description or responsibilities.

Roth has devoted effort and expense in the identification, selection, and placement of its candidates. In the event a direct hire candidate is presented by Roth to you and is hired by your company for a specified or alternate position as an employee, consultant, or independent contractor, or is hired by another firm or entity to work on your behalf within 12 months of the candidate being presented, you will be responsible for a fee as outlined above.

TEMPORARY / TEMPORARY TO HIRE PROGRAM

Roth will bill you an agreed upon hourly bill rate while our temporary employee (“Ambassador”) works on Roth’s payroll (with appropriate increases for overtime). Roth will invoice on a weekly basis and invoices are due within thirty (30) days from the original date of invoice. You shall promptly pay invoices, late fee charges of 6%, finance charges of 1.5% per month and all collection fees, attorneys’ fees and court costs on all unpaid balances beyond the thirty (30) day due date. If you require background checks and/or drug screens to be performed on Ambassadors, the cost of such backgrounds/drug screens shall be billed to you as a direct pass-through cost. Roth guarantees its bill rates for an initial term of one (1) year from the date of execution of this Agreement, unless there are new or increased labor costs, such as payroll taxes, social program contributions, charges linked to benefit levels or workers’ compensation rates. You shall not (1) entrust Ambassadors with cash, checks, credit cards, keys, confidential or trade secret information, information protected by privacy and data security laws, unattended premises, or other valuables, (2) request or permit Ambassadors to use any vehicle (including powered industrial trucks) or travel in the performance of work for your company; or (3) allow Ambassadors to (i) render any written legal, accounting or audit opinion, or (ii) approve the form or content of any document that requires the signature, stamp or seal of a licensed professional.

Early Conversion Option for Temporary to Hire Program

You may convert our Ambassador to your payroll for a conversion fee according to the below schedule, provided you have paid all invoice amounts:

Number of Hours on Roth’s Payroll	Percent (%) of Employee’s Salary at Time of Conversion
1-260 hours	22%
261-520 hours	17%
521-800 hours	12%
801+ hours	No Fee

NON-SOLICITATION

You agree not to directly or indirectly employ any staff employee of Roth during the term of this Agreement and for a period of one year thereafter without the prior written consent of Roth. If you violate this paragraph, you shall pay to Roth a fee in the amount of 25% of the employee’s annualized compensation.

In addition, you agree not to directly or indirectly cause or permit any temporary Ambassador assigned to you by Roth to transfer to another entity’s payroll to perform services for you, or to perform services for you while on the payroll of any person or firm other than Roth, or perform services for you as an independent contractor during the term of this Agreement and for a period of 12 months after such Ambassador’s assignment ends. If you violate this paragraph, then you shall pay to Roth a fee in the amount of 25% of the Ambassador’s annualized compensation.

ACA AND REGULATORY COMPLIANCE

Roth shall be the common law employer of its Ambassadors under the Patient Protection and Affordable Care Act (“ACA”) and shall comply with all provisions of the ACA applicable to Ambassadors, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” to “full-time” employees (as those terms are defined in Internal Revenue Code (“Code”) §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

Roth shall comply with applicable mandatory paid sick leave/paid leave laws by administering and paying its Ambassadors for such requirements. You shall pay to Roth, at the straight time bill rate, all paid sick leave/paid leave that Roth pays to its Ambassadors while on assignment, not to exceed the amount required under applicable law.

You agree to provide all meal periods and rest periods required under applicable laws to Ambassadors.

MISCELLANEOUS PROVISIONS

This Agreement is effective as of the latest date of signature below. This Agreement and any exhibits attached hereto contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns. You agree to comply with all applicable data security and privacy laws, to the extent you have access to information of Roth that is protected by such laws (“Personal Information” or “PI”), including, but not limited to: (i) using PI only for the specific purposes of this Agreement and not sharing, disclosing, retaining, or using PI for any other purpose; (ii) not selling or using for a commercial purpose any PI. The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement. The terms set forth in this Agreement shall prevail in the event of any inconsistencies with any proposal document, contract, statement of work or any other document relating to the services provided pursuant to this Agreement.

E-VERIFY CERTIFICATION

As a condition of payment under this agreement, Roth shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Further, if Roth provides services to the Town utilizing a subcontractor, Roth shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Roth shall verify, by affidavit, compliance with the terms of this section upon request by the Town.

IRAN DIVESTMENT

Roth certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. § 147-86.60) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.

ISRAEL BOYCOTT

Roth certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81. It is the responsibility of Roth to monitor compliance with this restriction.

GOVERNING LAW; EXCLUSIVE VENUE

This Agreement shall be controlled by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be in a court of competent jurisdiction in Onslow County, North Carolina.

IN WITNESS WHEREOF, this Agreement has been duly executed by Roth and Client on the dates set forth below.

CLIENT	ROTH STAFFING COMPANIES, L.P.
Signature	Signature Jennifer Simonson, General Counsel and SVP
Printed Name and Title	Printed Name and Title
Date	Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. The attached agreement outlines the billing rate of \$50.40. The contract term is December 3, 2025, to be maintained through June 30, 2026 (approximately 30 weeks) at approximately 40 hours a week total not to exceed \$60,480. Expenses will be pre-audited incurred on the Town's fund code 10-420-45.

Municipal Finance Officer





STATEMENT OF WORK

This Statement of Work (“SOW”) is made by and between Town of North Topsail Beach (“Client”) and Roth Staffing Companies, L.P. dba Ultimate Staffing Services and Ledgent Finance & Accounting (“Roth”) and is subject to and shall become part of the Term Sheet effective December 1st, 2025 (the “Agreement”).

Ambassador Name: Linda Shuler

Anticipated Start Date: December 3rd, 2025

Position: Accountant

Bill Rate: \$50.40/hr

IN WITNESS WHEREOF, the parties have executed this SOW as of the last signature date below.

CLIENT	ROTH STAFFING COMPANIES, LP
Signature	Signature Jennifer Simonson, General Counsel and SVP
Printed Name and Title	Printed Name and Title
Date	Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. The attached agreement outlines the billing rate of \$50.40. The contract term is December 3, 2025, to be maintained through June 30, 2026 (approximately 30 weeks) at approximately 40 hours a week total not to exceed \$60,480. Expenses will be pre-audited and incurred on the Town’s fund code 10-420-45.

Municipal Finance Officer



BOARD OF ALDERMEN
AGENDA ITEM
11/24/25

ISSUE: Contract Authorization Ordinance 2026-26.27

PRESENTED BY: Town Manager, Alice Derian

DEPARTMENT: Administration

Background: In accordance with Ordinance 2025-25.25 which limited the Town Manager's Contracting Authority to contracts under \$40,000 without Board Approval; the attached agreement with Roth Staffing Companies L.P. outlines the billing rate of \$50.40 for the a temporary, temporary-to-hire position for Payroll and Accounts Payable Accounting Technician role. We request starting this contract December 3, 2025 and maintaining it through June 30,2026 (approximately 30 weeks) at approximately 40 hours a week totaling approximately \$60,480. The intention is to use this as a trial period for the candidate to potentially convert to full time filling the Accountant 1 position.

Attachments: Contract Authorization Ordinance 2026-26.27, Contract Approval Request and the Contract agreement with Roth Staffing, L.P.

Recommendation: Approve the Purchase Authorization Ordinance as recommended.

Action Needed: Yes

Suggested Motion: "I, -----, make a motion to approve the Contract Authorization Ordinance 2026-26.27 as presented."

Funds: 30

Follow Up: Town Manager

**ORDINANCE NO. CA 2026-26.27
TOWN OF NORTH TOPSAIL BEACH, NC**

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that the award for staffing services to hire on a temporary, temporary-to-hire position for Payroll and Accounts Payable Accounting Technician is awarded to Roth Staffing Companies, L.P.

Section I: In accordance with Ordinance 2025-25.25 Limited Town Manager's Contracting Authority to contracts under \$40,000 without Board Approval.

Section II: The staffing services contract to Roth Staffing, L.P. we be at the billing rate of \$50.40 for the candidate identified for this role. Starting date of this contract is for December 3, 2025 and maintaining it through June 30,2026 (approximately 30 weeks) at approximately 40 hours a week totaling approximately \$60,480. The intention is to use this as a trial period for the candidate to potentially convert to full time filling the Accountant 1 position.

Section III The Finance Officer has determined that at this time there are sufficient funds are available in account 10-420-45 to cover the cost of this contract.

Section IV: The Town Board authorizes the Town Manager to execute the Contract and hereby authorizes the Town Manager to approve payments to Roth Staffing, L.P. up to \$60,480, subject to a pre-audit certificate thereon by the Town's Finance Officer.

Section V: Copies of this ordinance shall be furnished to the Town Manager, the Finance Officer and to the Clerk to the Board.

Adopted this 2nd Day of December 2025.

Motion made by _____, 2nd by _____

VOTE: __ FOR __ AGAINST __ ABSENT

RICHARD GRANT, MAYOR

ALICE DERIAN, TOWN MANAGER