

Grants & Contracts - Transmittal Memo

DATE: September 27, 2018

FROM: Purchasing Division, Contracts

TO: Patrick Irby

CONTRACT #: 10766

VENDOR: JMI Staffing Solutions, Inc.

DESCRIPTION: #10766 1st Amendment JMI Staffing Solutions, Inc. extend term to 9/30/2020, establish NTE \$1,000,000.00 annually

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 9/26/2018

RECEIVED ON: September 27, 2018

TERM START: 10/1/2018

TERM END: 9/30/2020

AMOUNT: NTE \$1,000,000.00 annually

RFP/BID #:

POR #
(ENCUMBERANCE):

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

FIRST AMENDMENT TO AGREEMENT #10766
BETWEEN ALACHUA COUNTY AND
JMI STAFFING SOLUTIONS INC. FOR PROVIDING STAFFING SERVICES AT THE
MATERIALS RECOVERY FACILITY

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this day of 25th September A.D. 2018, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and JMI Staffing Solutions Inc., hereinafter referred to as "Contractor", doing business at 1930 Land O'Lakes Blvd, Suite 11, Lutz, FL 33549. Collectively, hereinafter the County and the Professional are referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the County in 2017 the County issued RFP #18-62 seeking proposals from licensed professionals for the provision of Annual Staffing Services for Solid Waste Materials Recovery Center; and

WHEREAS, after evaluating and considering all timely responses to RFP #18-62, the County identified the Contractor as the top ranked firm entered into the *Agreement between Alachua County and JMI Staffing Solutions, Inc. for the provision of providing staffing services at the Materials Recovery Facility* dated December 12, 2017 (the "Agreement") with an initial Term extending through September 30, 2018; and

WHEREAS, the County has elected to exercise its first option to renew the Term of the Agreement for a two year period commencing October 1, 2018 through September 30, 2020 ("First Renewal Option Term"); and

WHEREAS, the Parties also wish to amend the Agreement to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance") and to also make a corresponding amendment to the Contractor's compensation necessitated by the increase to the County's minimum wage.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

A. SECTION #1 of the Agreement, Term, is amended and replaced in its entirety to read:

The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2018 through and ending September 30, 2020 (the "First Renewal Option Term), unless earlier

terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (2) year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

B. SECTION #4 of the Agreement, Method of Payment, is amended in its entirety to read as follows:

4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid an amount not to exceed \$1,000,000.00 annually.

4.1 The Contractor shall be paid by the following schedule:

Job Title/Work Comp Code	Markup for Regular Time (%)	Employee Pay Rate for Regular Time	Hourly Bill Rate for Regular Time	Markup for Over Time (%)	Employee Pay Rate for Overtime (1.5X Pay)	Hourly Bill Rate for Overtime
Material Sorter (Bridges Work Release)	42%	\$8.25	\$11.72	38%	\$12.38	\$17.08
Material Sorter (Regular)	42%	\$13.50	\$19.17	38%	\$20.25	\$27.95

4.2. As a condition precedent for any payment, the Contractor shall submit weekly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to

others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Solid Waste/Resource Recovery
Material Recovery Facility
5121 NE 63rd Ave
Gainesville, FL 32609

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

JMI Staffing Solutions, Inc.
1930 Land O' Lakes Blvd.
Suite 11
Lutz, FL 33549

4.4 No Additional reimbursable expenses will be paid under this Agreement.

C. SECTION #5 of the Agreement, Alachua County Minimum Wage, is amended and replaced in its entirety to read as follows:

5. Alachua County Minimum Wage: The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract.

5.1 Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").

5.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.3 The Contractor must provide certification, Attachment D, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

5.4 The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered Work aware of the requirements

5.5 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.6 The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

D. This First Amendment is effective commencing October 1, 2018 after execution by all Parties.

E. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: [Signature]
Lee Pinkoson, Chair
Board of County Commissioners
Date: _____

ATTEST:

[Signature]
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST

By: [Signature]
Print: Christina Davenport
Title: VP

JMI STAFFING SOLUTIONS, INC.

By: [Signature]
Print: MARTIN DAVENPORT
Title: PRESIDENT
Date: 9-18-13

IF INCORPORATED PLEASE PROVIDE CORPORATE RESOLUTION LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact

JMI STAFFING SOLUTIONS
1930 LAND O' LAKES BLVD STE 11
LUTZ, FL 33549
813-909-9466

Project Description:

ATTEST

By:

Print:

Title:

Christina Davenport
Christina Davenport
VP

CONTRACTOR

By:

Print:

Title:

Date:

Martin Davenport
MARTIN DAVENPORT
PRESIDENT
9-18-18

IF INCORPORATED PLEASE PROVIDE CORPORATE RESOLUTION LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor
12 SE 1st Street**

September 25, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #68.

Agenda Item Name:

First Amendment to Agreement between Alachua County and JMI Staffing Solutions, Inc.

Presenter:

Patrick Irby, (352) 548-1285

Item Description:

First Amendment to Agreement between Alachua County and JMI Staffing Solutions, Inc. for annual staffing services at the Materials Recovery Facility.

Recommended Action:

Approve the First Amendment to Agreement between Alachua County and JMI Staffing Solutions, Inc. for annual staffing at the County's Materials Recovery Facility.

Prior Board Motions

The Board of County Commissioners approved an Agreement between Alachua County and JMI Staffing Solutions, Inc. for annual staffing services at the Materials Recovery Facility on December 12, 2017.

Fiscal Consideration:

Approval of this First Amendment to Agreement will allow for the Materials Recovery Facility (MRF) to maintain adequate staffing levels in order for the MRF to remain operational.

Background:

On December 12, 2017, the Board of County Commissioners approved Alachua County entering into a one (1) year Agreement with JMI Staffing Solutions, Inc. The Agreement was to provide staffing services at the Materials Recovery Facility (MRF). The use of a temporary staffing agency to provide these skilled workers allows a level of flexibility to accommodate fluctuations in material volumes being processed, staff vacancies, schedule changes, etc. The County has elected to exercise its first option to renew the term of the Agreement. Therefore, this First Amendment to Agreement with JMI Staffing Solutions, Inc. will have a term of October 1, 2018 through September 30, 2020.

In addition to the updated Term, the Method of Payment has also been updated to accommodate the new Alachua County Minimum Wage, and the Certification of Meeting Alachua County Wage Ordinance has been recertified.

The Materials Recovery Facility requires staffing for sorting recyclable commodities into their appropriate market categories daily, as well as equipment operators. Without this service, the MRF cannot perform its daily operations.