

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

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this day of _____ A.D. 2019, 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, the County and the Professional are referred to herein as the "Parties"):

WITNESSETH:

WHEREAS, in 2017, the County issued Request for Proposal (RFP) #18-62 seeking proposals from contractors 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 Parties hereto previously entered into the First Amendment to the Agreement (the "First Amendment") dated September 25, 2018, through which the County exercised its option to renew the Term of the Agreement for a two year period commencing October 1, 2018 and extending through September 30, 2020, to amend the Agreement to reflect an 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; and

WHEREAS, the County has utilized the services provided by the Contractor to a greater extent than anticipated and expects to continue to need a greater use of service than anticipated; and

WHEREAS, the County's greater than anticipated use of the Contractor's services require an amendment to the Agreement to increase the annual Not-To-Exceed Contract Price from \$1,000,00.00 to an amount not to exceed \$1,150,000.00.

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 #4 of the Agreement, **Method of Payment**, is amended to read as follows, but subsections 4.1, 4.2, 4.3 and 4.4 shall not be amended and shall remain in full force and effect:

For all services actually, timely, and faithfully performed, the Contractor will be paid an amount not to exceed \$1,150,000.00 annually.

- B. This Second Amendment is effective upon execution by all Parties.

- C. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement, as amended by the First Amendment, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

JMI STAFFING SOLUTIONS, INC.

ATTEST

By: Christina Davenport
Print: Christina Davenport
Title: V.P.

By: Martin Davenport
Print: MARTIN DAVENPORT
Title: PRESIDENT
Date: 7-9-19

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.