

**FOURTH AMENDMENT TO AGREEMENT, #9524
BETWEEN ALACHUA COUNTY AND CAREER CENTER, INC. d/b/a TEMPFORCE
FOR TEMPORARY STAFFING SERVICES**

THIS FOURTH AMENDMENT TO AGREEMENT ("Fourth Amendment") made and entered into this _____ day of _____ 2019, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Career Center Incorporated, a Florida for profit corporation, d/b/a TempForce, with a principal business address of 4740 NW 39th Place, Suite A, Gainesville, FL 32606, hereinafter referred to as "TempForce". Collectively, the County and TempForce are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, in 2014, the County issued RFP 15-21 seeking proposals for the provision of Annual Temporary Personnel Services with an initial Term extending through September 30, 2016, with an option for the County to renew the Term for two, 2 year periods; and

WHEREAS, TempForce submitted a timely, responsive proposal and the County awarded the contract for RFP 15-21 to TempForce; and

WHEREAS, the Parties hereto previously entered into the *Agreement for Contractual Services* dated March 24, 2015 (the "Agreement") for the provision of Temporary Staffing Services; and

WHEREAS, the Parties previously entered into the First Amendment to the Agreement dated September 27, 2016 (the "First Amendment") through which the County exercised its option to extend the term of the Agreement through September 30, 2018 ("Option Term 1") and to update the Method of Payment provision to increase the rates of payment in accordance with Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"); and

WHEREAS, the Parties previously entered into the Second Amendment to the Agreement dated March 13, 2018 (the "Second Amendment") through which the Method of Payment provision was updated to increase the rates of payment to maintain compliance with the wage Ordinance; and

WHEREAS, the Parties previously entered into the Third Amendment to the Agreement dated September 25, 2018, (the "Third Amendment") through which the County exercised its option to extend the term of the Agreement through September 30, 2020 ("Option Term 2") and to update the Method of Payment provision to increase the rates of payment to maintain compliance with the wage Ordinance; and

WHEREAS, the Parties now wish to further amend the Agreement to update the Method of Payment

provision to increase the rates of payment in accordance with Alachua County Code of Ordinances, Chapter 22, Article III (“Wage Ordinance”).

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 previously amended, as follows:

A. SECTION #4 of the Agreement, “**Method of Payment**” paragraph 4.6 is amended and replaced in its entirety to read as follows:

4.6 Services rendered through this Agreement are 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.

4.6.1 Current required Alachua County Government Minimum Wage is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour and \$16.17 when health benefits are not provided (collectively, the “Minimum Wage”).

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

4.6.3 TempForce must provide certification, **Attachment C**, to the County that it pays each of its employees assigned or dispatched to provide services to Alachua County 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.

4.6.4 TempForce 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, TempForce is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

4.6.5 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, F.S.

4.6.6 TempForce 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 TempForce and subcontractor.

B. Attachment A of the Agreement, “**Scope of Service**”, Exhibit A, “**Fee Proposal Form**”, as amended by the First, Second, and Third Amendments, is further amended and replaced in its entirety to read as follows:

Exhibit A: TempForce Price Sheet
Pricing Compliant with County ordinance #16-05

Category	Position Title	New Bill Rates - Ordinance Compliance
Clerical	Accounting Clerk	\$21.36
Clerical	Administrative Assistant	\$22.27
Industrial	Animal Shelter Assistant	\$22.96
Industrial	Animal Technician	\$22.96
Industrial	Attendant (<i>Solid Waste Attendant</i>)	\$22.96
Clerical	Audio Visual Technician	\$21.36
Industrial	Building Mechanic	\$24.32
Clerical	Clerk Messenger (<i>Library Page</i>)	\$21.02
Clerical	Community Coordinator	\$21.36
Clerical	Computer Operator	\$21.36
Industrial	Custodian	\$22.96
Clerical	Customer Services Assistant	\$21.02
Clerical	Customer Service Representative	\$21.02
Clerical	Data Entry	\$21.02
Clerical	Database Manager	\$29.61
Clerical	Dispatcher	\$21.02
Clerical	Diversion Resource Coordinator	\$23.76
Clerical	Fiscal Assistant	\$21.36
Industrial	Environmental Specialist	\$22.96
Clerical	Geographic Information System Specialist (<i>GIS Coordinator</i>)	\$23.11
Clerical	Geographic Information System Technician (<i>GIS Technician</i>)	\$28.96
Industrial	Laborer I	\$22.96
Industrial	Laborer II	\$23.33
Clerical	Local Area Network Manager (<i>Network Manager</i>)	\$29.61
Industrial	Maintenance Worker	\$22.96
Clerical	Office Assistant	\$21.02
Clerical	Paralegal	\$25.06
Clerical	Production Coordinator / Producer (<i>same as AV Technician</i>)	\$21.02
Clerical	Program Coordinator	\$21.36
Clerical	Program Manager	\$24.49
Clerical	Programmer	\$22.66
Clerical	Purchasing Agent	\$21.36

Clerical	Receptionist	\$21.02
Clerical	Sr. Administrative Assistant	\$23.19
Industrial	Sr. Environmental Specialist	\$25.33
Clerical	Sr. Office Assistant	\$21.16
Clerical	Sr. Staff Assistant	\$21.36
Clerical	Special Project Coordinator	\$22.66
Clerical	Staff Assistant	\$21.02
Clerical	Staff Assistant I (<i>Library</i>)	\$21.02
Clerical	Staff Assistant II (<i>Library</i>)	\$21.16
Industrial	Technician	\$22.96
Industrial	Traffic Maintenance Technician	\$22.96
Clerical	Tourist Program Assistant	\$21.02

C. This Fourth Amendment shall take effect on October 1, 2019.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

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

ATTEST:

APPROVED AS TO FORM

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

(SEAL)

Alachua County Attorney's Office

CAREER CENTER, INC. d/b/a TEMPFORCE

ATTEST
By: *Gary Buchanan*
Print: Gary Buchanan
Title: VP

By: *Carolyn Buchanan*
Print: Carolynn Buchanan
Title: President
Date: 9/12/19

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.

Attachment C: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees assigned or dispatched to provide services to Alachua County as part of this Agreement are paid, and will continue to be paid, for the duration of the assignment in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Career Center, Inc. d/b/a TempForce
4740 NW 39th Avenue, Suite A
Gainesville, FL 32606
Point of Contact: Carolynn Buchanan

CAREER CENTER, INC. d/b/a TEMPFORCE

ATTEST (By Corporate Officer)

By: Carolynn Buchanan

Print: Carolynn Buchanan

Title: VP

By: Carolynn Buchanan

Print: Carolynn Buchanan

Title: President

Date: 9/12/19