

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

THIS FIFTH AMENDMENT TO AGREEMENT made and entered into this 8th day of September A.D. 2020, 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, Florida 32606, hereinafter referred to as "TempForce" (collectively, the County and TempForce are referred to herein 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 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 previously entered into the Fourth Amendment to the Agreement dated

September 24, 2019, (the “Fourth Amendment”) through which the which the Method of Payment provision was updated to increase the rates of payment to maintain compliance with the wage Ordinance; and

WHEREAS, the Term of the Agreement, as previously amended, is currently scheduled to expire on September 30, 2020; and

WHEREAS, the County had intended to re-solicit Temporary Staffing Services but due to the continued State of Emergency within the County due to the COVID-19 Pandemic the solicitation did not occur; and

WHEREAS, Alachua County is under a Federal, State, and Local State of Emergency for the COVID19 virus pursuant to Executive Orders of the Governor for the State of Florida (EO Nos. 20-51 and 20-52) and Alachua County Emergency Order 2020-01 dated March 16, 2020; and

WHEREAS, pursuant to the Alachua County Emergency Order 2020-01, as amended, and subsequent Alachua County Emergency Orders, the County’s competitive procurement requirements have been suspended; and

WHEREAS, the County continues to require the Temporary Staffing Services and has determined that extending the Term of the Agreement with TempForce for a period of one year, October 1, 2020 through September 30, 2021, is in the public interest; and

WHEREAS, pursuant to the County’s Emergency Orders, and pursuant to County Procurement Code Paragraph 22.3-302 (16), Emergency Procurements, the County hereby exercises its emergency authority to amend the Agreement as set forth herein.

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 \$14.50 per hour when health benefits are provided at the equivalent value of \$2.00 per hour and \$16.50 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, Third, and Fourth Amendment, is further amended and replaced in its entirety to read as follows:

Exhibit A: TempForce Price Sheet Effective October 1, 2020
Pricing Compliant with County ordinance #16-05

Category	Position Title	New Bill Rates - Ordinance Compliance
Clerical	Accounting Clerk	\$21.79
Clerical	Administrative Assistant	\$22.70
Industrial	Animal Shelter Assistant	\$23.43
Industrial	Animal Technician	\$23.43
Industrial	Attendant (<i>Solid Waste Attendant</i>)	\$23.43
Clerical	Audio Visual Technician	\$21.79
Industrial	Building Mechanic	\$24.79
Clerical	Clerk Messenger (<i>Library Page</i>)	\$21.45
Clerical	Community Coordinator	\$21.79
Clerical	Computer Operator	\$21.79
Industrial	Custodian	\$23.43
Clerical	Customer Services Assistant	\$21.45
Clerical	Customer Service Representative	\$21.45

Clerical	Data Entry	\$21.45
Clerical	Database Manager	\$30.04
Clerical	Dispatcher	\$21.45
Clerical	Diversion Resource Coordinator	\$24.19
Clerical	Fiscal Assistant	\$21.79
Industrial	Environmental Specialist	\$23.43
Clerical	Geographic Information System Specialist (<i>GIS Coordinator</i>)	\$23.54
Clerical	Geographic Information System Technician (<i>GIS Technician</i>)	\$29.39
Industrial	Laborer I	\$23.43
Industrial	Laborer II	\$23.80
Clerical	Local Area Network Manager (<i>Network Manager</i>)	\$30.04
Industrial	Maintenance Worker	\$23.43
Clerical	Office Assistant	\$21.45
Clerical	Paralegal	\$25.49
Clerical	Production Coordinator / Producer (<i>same as AV Technician</i>)	\$21.45
Clerical	Program Coordinator	\$21.79
Clerical	Program Manager	\$24.92
Clerical	Programmer	\$23.09
Clerical	Purchasing Agent	\$21.79
Clerical	Receptionist	\$21.45
Clerical	Sr. Administrative Assistant	\$23.62
Industrial	Sr. Environmental Specialist	\$25.80
Clerical	Sr. Office Assistant	\$21.59
Clerical	Sr. Staff Assistant	\$21.79
Clerical	Special Project Coordinator	\$23.09
Clerical	Staff Assistant	\$21.45
Clerical	Staff Assistant I (<i>Library</i>)	\$21.45
Clerical	Staff Assistant II (<i>Library</i>)	\$21.59
Industrial	Technician	\$23.43
Industrial	Traffic Maintenance Technician	\$23.43
Clerical	Tourist Program Assistant	\$21.45

C. This **Fifth** Amendment shall take effect October 1, 2020.

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 Fifth Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Robert Hutchinson, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

DocuSigned by:
David Forziano
70E5E81DBE1E4D3
Alachua County Attorney's Office

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

(SEAL)

CAREER CENTER INCORPORATED

ATTEST
By: Gary L. Buchanan
Print: Gary L. Buchanan
Title: V.P./SEC.

By: Carylan Buchanan
Print: Carylan Buchanan
Title: President
Date: 9/8/2020

IF THE CONTRACTOR IS INCORPORATED OR IS OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE CORPORATE RESOLUTION LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED.

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

CAREER CENTER INCORPORATED

ATTEST (By Corporate Officer)

By: Mary Z. Buchanan

Print: Mary Z. Buchanan

Title: V.P./SEC.

By: Carolynn Buchanan

Print: Carolynn Buchanan

Title: President

Date: 9/8/2020

Career Center, Inc dba Temp Force

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Career Center, Inc dba Temp Force, a
(Insert name of company)

Florida corporation (the "Corporation"), at a duly and properly
(Insert state of Incorporation)

held meeting on the 8 day of September, 2020, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

TITLE

Carolynn Buchanan

President

Gary L. Buchanan

Vice President/Secretary

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 8 day of September, 2020, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By:

Gary L. Buchanan

Gary L. Buchanan

(Print Secretary's Name)

Certificate Of Completion

Envelope Id: 26989C6D564948DDA049C02B690B3AC2	Status: Completed
Subject: Documents are ready to be signed #9524 Fifth Amendment to Agreement between Alachua County and TempF	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Thomas (Jon) Rouse
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	trouse@alachuacounty.us
	IP Address: 35.196.167.22


Record Tracking

Status: Original	Holder: Thomas (Jon) Rouse	Location: DocuSign
9/8/2020 1:05:26 PM	trouse@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

David Forziano
dforziano@alachuacounty.us
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

70E5E81DBE1E4D3...
Signature Adoption: Pre-selected Style
Using IP Address: 216.194.144.254

Timestamp

Sent: 9/8/2020 1:06:35 PM
Viewed: 9/9/2020 10:27:58 AM
Signed: 9/9/2020 10:30:44 AM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2020 2:02:38 PM
ID: 64124040-3dd9-4e93-9b56-757b83b044a0

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2020 1:06:35 PM
Certified Delivered	Security Checked	9/9/2020 10:27:58 AM
Signing Complete	Security Checked	9/9/2020 10:30:44 AM
Completed	Security Checked	9/9/2020 10:30:44 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.