

**AMENDMENT TO THE AGREEMENT 2009-004
BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES
AND CAREER CENTER, INC. d/b/a TEMPFORCE**

Annual Contract for Temporary Personnel Services

THIS FIRST AMENDMENT with an effective date of January 1, 2015, by and between the **CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES (“GRU”)**, a Florida municipal corporation, 301 SE 4th Avenue, Gainesville, Florida 32601, and **CAREER CENTER, INC. d/b/a TEMPFORCE (“CONTRACTOR”)**, a Florida corporation, with its office at 4740 NW 39th Avenue, Suite A, Gainesville, FL 32606, collectively referred to as **“PARTY” OR “PARTIES”** respectively.

WHEREAS, the PARTIES entered into a five-year contract (“INITIAL CONTRACT”) dated November 20, 2008 for the provision of temporary personnel services on an as needed basis; and

WHEREAS, the INITIAL CONTRACT allows a five-year extension of the contract upon negotiation of the prices and mutual agreement of the PARTIES; and

WHEREAS, the PARTIES have negotiated terms to permit a five-year extension of the INITIAL CONTRACT through December 31, 2019; and

WHEREAS, the PARTIES must comply with the Patient Protection and Affordable Care Act; and

WHEREAS, additional language must be added to the INITIAL CONTRACT to comply with the requirements Patient Protection and Affordable Care Act.

NOW THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the PARTIES agree as follows:

1. The PARTIES agree to a five-year renewal of the INITIAL CONTRACT with the same multiplier.
2. The INITIAL CONTRACT shall be extended through December 31, 2019.
3. The City agrees to comply with all provisions of the Patient Protection and Affordable Care Act (the “ACA”) applicable to its Temporary Worker(s), including the employer shared responsibility provisions relating to the offer of “Minimum Essential Coverage” to “Full-Time Employees” and their “Dependents” (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable reporting provisions under Internal Revenue Code Section 6055 and 6056 and related regulations (the “Reporting Requirements”). Furthermore, the City shall indemnify and hold harmless TEMP FORCE from any taxes or penalties, assessed under the ACA against the City with respect to Temporary Employee(s) who are Full-Time Employees, due to the City’s failure: (i) to offer to such Temporary Worker(s) and their Dependents Minimum Essential Coverage; (ii) to pay any taxes or penalties for failure to offer to such Temporary Employee(s) Minimum Essential Coverage that is “affordable” and provides “minimum value” (as those terms are defined in Internal Revenue Code Section 4980H and related regulations); or (iii) to comply with the Reporting Requirements. This paragraph is intended by the PARTIES as the full and complete expression of City’s ACA obligations under this Contract and the foregoing indemnification shall be City’s sole and exclusive remedy with respect to any losses, damages, liabilities or expenses arising out of or related to the ACA.

The invoice for services provided under this Contract includes an additional fee (.29 cents per hour as of 1/1/15) that reflects the City's cost of offering and providing coverage. This additional fee may be adjusted periodically by TEMP FORCE upon notice to the City based on actual enrollment and costs. Neither the City, nor its group health plan, nor any related party shall be liable if the City fails to pay benefits due under the City's plan.

4. All other terms and conditions of the INITIAL CONTRACT, except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF the PARTIES hereto have executed this First Amendment on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original.

**CAREER CENTER, INC. d/b/a
TEMP FORCE**

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

By: _____
Carolynn Buchanan
Owner/Manager

By: _____
Bill Shepherd, Interim AGM
Customer Support Services

Approved as to form and legality:

Shayla L. McNeill
Utilities Attorney

GRU Purchasing Representative

Teresa N. Williams
Analyst

