

FIFTH AMENDMENT FOR TIME EXTENSION

This Amendment made and entered into this 15<sup>th</sup> day of December, 2016, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Randstad General Partner (US) LLC, Atlanta, GA hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on July 12, 2011, pursuant to Pinellas County Contract No. 101-0217-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide temporary staffing services for County; and

WHEREAS, Section Three (3) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide a time extension of twelve (12) months, at the same prices, terms, and conditions.

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended beginning January 1, 2017 and continuing for twelve (12) months from that date unless terminated or canceled as provided therein.
2. Section C ("Insurance Requirements") shall be deleted in its entirety and replaced with the following attached hereto.
3. The following provision shall be added to the Agreement as a new section:  
"County represents that it is a political subdivision of the State of Florida."
4. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

*Signature page follows.*

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the parties herein have executed this Fifth Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its County Administrator



Mark S. Woodard, County Administrator

RANDSTAD GENERAL PARTNER (US), LLC

  
Kent Peters (Dec 15, 2015)

Authorized Signature

Kent Peters

Printed Authorized Signature

VP Contract Management and Compliance

Title Authorized Signature

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

  
BM

Attorney

## SECTION C INSURANCE REQUIREMENTS

### MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County certificates of insurance executed by the insurers or authorized representative listing coverage's and limits, expiration dates and terms of policies and all endorsements required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.

- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
- (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
- (3) Comprehensive Automobile liability covering hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis.
- (4) Professional Liability Insurance (including Errors and Omissions and Technology Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
- (5) Crime Insurance, in the amount of at least **\$100,000** protecting assets of the County in the form of currency, coin, checks, securities and other valuables while in the care, custody or control of Contractor, and as provided in the terms of this Contract. Policy must include an endorsement for inclusion of "client's property" on form CR04 01 05 06 or equivalent.

B. The following conditions shall apply:

- (1) Thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by Contractor by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

## SECTION C INSURANCE REQUIREMENTS

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) **Pinellas County shall be endorsed** to the required General liability and Automobile liability policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

C. Contractor hereby waives subrogation rights limited to Contractor's negligence, on Workers Compensation, General Liability and Automobile Liability for loss or damage against the County.

D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

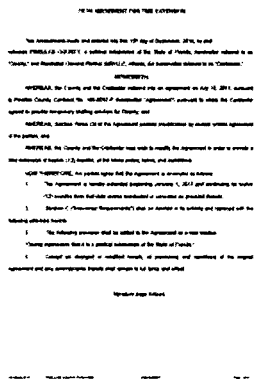
## II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.

# Pinellas County\_Amendment 5 (Final) STAFF-2487359







Adobe Sign Document History

12/15/2016



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## "Pinellas County\_Amendment 5 (Final) STAFF-2487359" History

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