

SECOND AMENDMENT OF AGREEMENT FOR TEMPORARY PERSONNEL SERVICES

THIS SECOND AMENDMENT OF THE AGREEMENT FOR TEMPORARY PERSONNEL SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Nitelines USA, Incorporated, ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of temporary personnel services on an as needed basis through Solicitation B220182CMR with Vendor on the 31st day of May, 2022 ("Agreement"); and,

WHEREAS, after the execution of the Agreement, insurance coverages available to temporary staffing agencies changed, making it impossible for the Vendor to maintain insurance coverage for "hired, non-owned vehicles;" and,

WHEREAS, as a result, the Vendor can no longer provide the Business Auto Liability coverage listed in paragraph b. "Business Auto Liability" of EXHIBIT C. INSURANCE REQUIREMENTS of the Agreement; and,

WHEREAS, pursuant to Article XIV. MISCELLANEOUS of the Agreement, the Parties desire to modify EXHIBIT C. INSURANCE REQUIREMENTS of the Agreement to remove the requirement for Business Auto Liability insurance coverage and stipulate that temporary personnel provided by the Vendor may not operate County owned vehicles.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the Article VIII. RESPONSIBILITIES OF THE VENODR of the Agreement shall be supplemented by the following:

"G. Due to the Vendor's inability to provide Business Auto Liability insurance coverage, the Vendor and its personal must not operate County owned vehicles."

2. The Parties also agree that the EXHIBIT C. INSURANCE REQUIREMENTS of the Agreement shall be superseded by the following:

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. *The certificate holder shall read as follows:***

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure all subcontractors comply with all insurance requirements.

B220182CMR
Temporary Personnel Service
Amendment No. 2 - Nitelines USA, Incorporated

IN WITNESS WHEREOF, this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 2/7/2025 | 3:09 PM EST by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:

Mary G. Tucker

BY:

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Mary G. Tucker

Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

Signed by:

Andrea Fraser

BY:

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County Attorney's Office

DATED this 31 day of January, 2025 by Nitelines USA, Incorporated

ATTEST:

BY:

H.L. McGlockton

Authorized Signature

DMK

(Witness)

H.L. McGlockton

Authorized Signature Printed Name

President

Authorized Signature Title

CORPORATE SEAL:

