

RESOLUTION NO. 2022 - 11

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-35, AND TO EXECUTE AN AGREEMENT WITH ANYTIME LABOR – FLORIDA NE, LLC, DBA LABORMAX STAFFING, FOR TEMPORARY LABOR FOR THE ROAD & BRIDGE DEPARTMENT.

RECITALS

WHEREAS, the SJC Road & Bridge Department requires the use of temporary labor to assist with removal and disposing of roadside trash and debris along St. Johns County roadways and right-of-ways and to use gas-powered weed eaters around signs, mailboxes, and other appurtenances to aid in mowing along roadways and right-a-ways, in accordance with Bid No. 22-35; and

WHEREAS, through the County’s formal Bid process, Anytime Labor – Florida NE, LLC dba Labormax Staffing was the lowest, responsive, responsible bidder; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into a contract to complete the work serves a public purpose.

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 22-35 to Anytime Labor – Florida NE, LLC dba Labormax Staffing as the lowest, responsive, responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for provision of services as specifically provided in Bid No: 22-35.

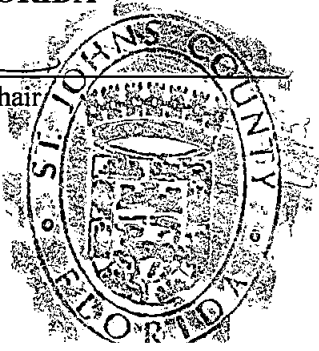
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 18 day of January, 2022.

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller
By: Pam Hetterman
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair



RENDITION DATE 1/20/22



CUSTOMER MASTER SERVICE AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is dated as set forth above by and between Anytime Labor - Florida NE LLC dba LaborMax Staffing (LMS) and the Client set forth above. IN CONSIDERATION of the mutual agreements and covenants contained herein, Client and LMS agree as follows:

1. **Term of Agreement:** This Agreement shall commence as of the execution date and shall continue for a period of one (1) year or until terminated by either party upon ninety (90) days prior written notice.
2. **Liability Insurance:** Client acknowledges that LMS insurance does not cover claims of LMS employees under the Jones Act, damage to, loss of or loss of Use of Clients owned, non-owned or leased vehicles (including contents and cargo), machinery, equipment or material while being used by or in the care of LMS Employees.
3. **Client Responsibilities:** Client agrees to comply with all applicable laws, regulations, and ordinances relating to health and safety, wage and hour, overtime and all other applicable employment laws, and in particular agrees and undertakes to provide any site-specific and task-specific training, safety equipment, clothing, or devices necessary or required by law for any work to be performed, or used by Client's employees in the performance of similar work. Client acknowledges they have care, custody, and control of the job site. Client agrees not to place LMS employees in a supervisory position and to supervise employees at all times. Client agrees to indemnify and hold harmless LMS for claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970 (OSHA), or any similar state, county or municipal law with respect to workplaces or equipment owned, leased, or supervised by Client and to which employees are assigned.
4. **Equipment, Machinery, and Vehicle Operation:** Client agrees that it will not, without the prior written consent of LMS, utilize LMS employees to operate machinery, equipment or vehicles not covered by the Client's liability and property damage insurance, or to operate dangerous or unprotected machinery. Notwithstanding anything in this Agreement, Client agrees to indemnify LMS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
5. **Valuables:** Client agrees that it will not entrust LMS employees with the unattended premises, cash, checks, negotiables, or other valuables without prior written consent of LMS. Notwithstanding anything in this Agreement, Client agrees to indemnify LMS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
6. **Prevailing Wage:** Client agrees to notify LMS immediately whenever any LMS employee performs any work under a Government Contract, and agrees to pay LMS a price differential to reflect the higher wages that may be due any such employee by reason of any Government Contract or the contract specifications.
7. **Wages:** LMS reserves the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of Workmen's Compensation Insurance as required by state law.
8. **Overtime:** Overtime will be billed at one and one-half times the regular billing rate for all time worked over forty hours in a pay period or eight hours in a day, as provided by state law.
9. **Time Accountability:** LMS's work week begins on Saturday and ends on Friday. Billable time begins at the time workers report to the workplace at your request. Jobs must be cancelled a minimum of two hours prior to start time to avoid a minimum 4hour billing. We guarantee our workers will satisfy you or the first two hours are on us. If you are not satisfied with the workers, call us within the first two hours and we will replace them free of charge.
10. **Invoice Terms:** Invoices will be due according to the terms set forth on the Client Rate Sheet. Payment terms and Client's credit limit will be determined following Client's completion of an LMS Credit Application. Invoices that are undisputed in writing by client for more than 10 days after the invoice date will be presumed correct.
11. **Indemnification:** Client assumes and agrees to defend, indemnify and hold harmless LMS from any claims and all liability, caused or alleged to have been caused by the acts, negligence, or omissions, of any LMS employee, including but not limited to, any claims for bodily injury (including death) or loss of and loss of use of or damage to property arising out of the use or operation of Client's owned, non-owned or leased vehicles, machinery or equipment by LMS employees. Without limiting the foregoing, Client specifically assumes and agrees to defend, indemnify and hold harmless LMS from any claims for bodily injury (including death) made by Client employees, and Client agrees to waive any immunity provided by workmen's compensation or other industrial insurance laws.
12. **Limitation of Liability:** Client agrees that LMS's entire liability to Client for any cause of action under this Agreement, regardless of the form, shall in the aggregate be limited to the fees paid by Client for the specific Services or work products which are the subject of the alleged claim.
13. **Hiring of Associates or Internal Personnel by Client:** If Client or a Client-affiliated company chooses to hire an Associate directly or indirectly within twelve (12) months after the last day of such Associates' assignment ("Conversion Candidates"), a conversion fee will be due in accordance with the conversion terms set forth on the Client Rate Sheet and any subsequent amendments or revisions thereto which are fully incorporated into this Agreement as if fully set forth herein.
Conversion Fees are due and applicable whether the Conversion Candidate is hired on a permanent or temporary, part-time or full-time or consulting basis. Client will have sole responsibility for making hiring decisions with respect to Associates that Client decides to hire as permanent Client employees and LMS will have no liability with respect to Client's decisions. If Client hires any internal LMS personnel during the term of this agreement and within a period of eighteen (18) months following the termination of this agreement, Client agrees to pay a one-time fee equal to 100% of that LMS employee's salary.
14. **Entire Agreement:** This agreement supersedes and replaces all prior agreements, representations or understandings, written or oral, between Client and LMS and incorporates the entire understanding of the parties with respect thereto.
15. **Modification:** This Agreement may be changed only by a written agreement between the parties, as evidenced by a written document executed by authorized representatives of each party.
16. **Third Party Benefit:** Nothing in this Agreement is intended to create any benefit for any third party.
17. **Disputes:** In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each party irrevocably agrees to submit the matter to mediation where such mediation shall be a condition precedent to any demand for arbitration. Each party shall bear their own costs and expenses for mediation. The costs of the mediator shall be borne equally by each party. The parties shall confer and agree upon a mutual mediator.



CUSTOMER CREDIT APPLICATION

COMPANY INFORMATION		FNE (116) St. Augustine	
COMPANY LEGAL NAME / INDIVIDUAL NAME:		BUSINESS AKA, OR DBA:	
PHYSICAL ADDRESS (NO PO BOXES):		CITY:	STATE: ZIP:
BILLING ADDRESS (IF DIFFERENT FROM ABOVE):		CITY:	STATE: ZIP:
YEARS IN BUSINESS:	A/P CONTACT:	A/P CONTACT EMAIL:	
ANNUAL SALES:	# OF EMPLOYEES:	EMAIL FOR INVOICES (IF DIFFERENT):	
BANKING INFORMATION (REQUIRED IF APPLYING FOR CREDIT)			
NAME OF BANK:		NAME OF BANKER:	PHONE #:
ADDRESS FOR BANK:		ACCOUNT #:	FAX #:
PRINCIPAL OFFICER / GUARANTOR			
FULL NAME:		TITLE:	PHONE:
HOME ADDRESS (REQUIRED IF GUARANTOR):		CITY:	STATE: ZIP:
SOCIAL SECURITY # (REQUIRED IF GUARANTOR):		DRIVER'S LICENSE # (REQUIRED IF GUARANTOR):	
CREDIT CARD INFORMATION (REQUIRED IF SETTING UP RECURRING CREDIT CARD PAYMENTS)			
CARD #:	EXP:	NAME ON CARD:	
ADDRESS:	CARD HOLDER PHONE:	CARD HOLDER EMAIL:	
CITY:	STATE:	ZIP CODE:	

CREDIT CARD AUTHORIZATION: I authorize LaborMax Staffing to charge the credit card above for services rendered for the company or individual listed above. My signature below indicates my knowledge and acceptance that my credit card, listed above, is to be charged on an on-going basis for all orders placed and incurred fees from LaborMax Staffing without prior notification and agree to not dispute those charges. I also acknowledge that this authorization will remain in force until revoked by me in writing to LaborMax Staffing at PO Box 900 Kearney, MO. 64060.

TERMS: Payments for all invoices are due by the terms set forth in the CUSTOMER BILLING RATE QUOTE. LaborMax will automatically assess a 1.5% finance charge per month on all invoices past due over 30 days from date of invoice. All invoices not paid in a timely manner may cause interruption of credit extension. CUSTOMER agrees to pay any collection costs incurred to collect the account balance, including reasonable attorney's fees.

The customer authorizes LaborMax to obtain credit reports in connection with this credit application. The customer also authorizes their creditors and banking relationships permission to provide LaborMax any information it needs to make a credit granting decision. The customer gives permission to report to credit reporting agencies and others the results of such investigations. The undersigned has read and understands this credit application and agrees to the terms and conditions. The undersigned also certifies that the information provided in all sections of this credit application is true and correct.

(signer must be an authorized signer on the above referenced bank account, we do not accept electronic signatures)

By _____ Print Name _____ Title _____ Date _____

Guaranty (Optional): I/we, the undersigned, do hereby guarantee payment, as individuals, of any indebtedness incurred by virtue of any and all credit extended in accordance with the above agreement and all of its terms and conditions

_____, Individually _____ Print Name _____ Date _____



CUSTOMER VEHICLES/EQUIPMENT

FNE (116) St. Augustine

It is agreed that Anytime Labor - Florida NE LLC dba LaborMax Staffing (LMS) and hereinafter referred to as "Customer", herein recite and declare the following:

WHEREAS, Customer has requested that LMS furnish employees to operate motor vehicles and/or equipment that are owned, leased, and/or used by Customer in its business.

WHEREAS, LMS will provide Worker's Compensation coverage for its employees but does not cover physical loss or damage to Customer's vehicle/equipment or the contents thereof caused by the negligence or other acts of its employees.

NOW THEREFORE and in consideration of the foregoing, the parties agree and covenant as follows:

1. In order for LMS to furnish its employees to Customer, employee(s) shall not be liable for loss or damage and it is further agreed the Customer shall indemnify and save LMS and its employees harmless from any claims and expenses (including litigation) for bodily injury or property damage asserted by Customer, its employees, agents, the owner of any such vehicles/equipment or contents thereof, or by members of the general public, or any other 3rd party, arising out of the operation or use of said vehicle/equipment by any of LMS employees while said employees are acting within the course and scope of Customer's business activities.
2. Customer shall provide a liability insurance policy of said vehicles/equipment covering bodily injury and property damage liability arising out of the business related use and/or operation of Customer's vehicles/equipment by LMS and its employees. The policy provided by customer shall be primary insurance. The insurance policy shall have liability limits for bodily injury and loss of use of and damage to property of not less than \$1,000,000 combined single limit. LMS and its employees shall be named as additional insured. Upon request of LMS Customer shall furnish a Certificate of Insurance showing that he required insurance coverage is in effect.
3. LMS shall remain responsible for providing Worker's Compensation insurance coverage for its employees in accordance with the laws of the state in which the work is performed.
4. The undersigned is expressly authorized to sign this agreement for and on behalf of Customer.

<i>Company Name</i>	<i>Print Name</i>
<i>By</i>	<i>Title</i> <i>Date</i>

RIDER 1

St. John's County Supplemental Terms and Conditions

1. The following St. Johns County Supplemental Terms and Conditions are hereby incorporated into the Agreement between St. Johns County, FL ("County") and Anytime Labor – Florida NE LLC, dba LaborMax Staffing ("Contractor") as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the Agreement, the provisions of Rider 1 shall prevail. The parties agree as follows:
 - A. The County shall compensate Contractor based upon the Unit Price per temporary staffing positions, as submitted in the proposal, accepted by the County, and provided herein, for services to be provided in accordance with the mutually agreed to Agreement and this Rider 1. Charges for optional customer services are: Drug Test -\$00, Background Check -\$00, and MVR -\$00. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount budgeted by the St. Johns County Road and Bridge Division for services delivered in accordance with the Contract Documents.
 - B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation shall be based upon Contractor's providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.
 - C. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.
3. **Availability of Funds.**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, (and the County agrees that it shall not execute and submit for the purchase of any products or services from Contractor unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.
4. **Permits and Licenses.**

To the extent that Contractor needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then Contractor shall be responsible for securing, obtaining/acquiring, and maintaining, at Contractor's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
5. **Independent Contractor Relationship.**

Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County.

In all respects Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.
6. **Amendments to this Contract Agreement.**

Both the County and Contractor acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and Contractor acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and Contractor.
7. **Duration & Renewal.**

This Agreement shall become effective upon signature by both parties, shall remain in effect through and until

11:59PM on January 29, 2024 ("Expiration Date"), upon satisfactory performance by Contractor, mutual agreement by both parties, and the availability of funds. The County reserves the right to extend this Agreement beyond the Expiration Date, as needed, up to six (6) calendar months after the Expiration Date, for the successful completion of the required services. Any extension of this Agreement shall be at the option of the County, must be in writing, and agreed to by both parties.

8. Public Records

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084**

(904) 209-0805

publicrecords@sjcfl.us

7. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

8. Termination.

This Agreement may be terminated by the County without cause upon at least sixty (60) calendar days advance written notice to Contractor of such termination without cause. This Agreement may be terminated by the County with cause provided that Contractor does not cure such deficiency within thirty (30) days of written notice by County of Contractor's breach. Such written notice shall indicate the exact cause for termination.

9. Notice of Default / Right to Cure

A. Should Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to Contractor, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

B. It is expressly noted that, should the County issue more than one notice of default to Contractor during the term of this Agreement, such action shall constitute cause for termination of this Agreement.

C. Consistent with other provisions in this Agreement, Contractor shall be paid for Services authorized and due under this Agreement signed between the parties. If the County terminates because of a Contractor breach, Contractor will refund any unused and prepaid fees. If the County terminates without cause, Contractor will not refund any prepaid fees.

D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, Contractor shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. This not a works for hire arrangement. Customer is not receiving any work product from Contractor.
4. Continue and complete all parts of the work that have not been terminated.

10. Personnel.

Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

11. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Implementation Services work in a timely fashion, Contractor shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior

unsatisfactory performance.

12. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

13. Insurance.

Contractor, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the duration of this Agreement.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Agreement.

Certificate Holder Address:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by Contractor or by anyone directly employed by or contracting with Contractor.

Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of non-owned vehicles, including rented/hired automobiles whether such operations be by Contractor or by anyone directly or indirectly employed by a Contractor.

Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

14. Indemnification.

Contractor shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of Contractor's errors, omissions, or negligence. Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

15. Successors & Assigns.

The County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

16. Remedies.

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

17. Conflict of Interest.

Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. Contractor further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Contractor may undertake and request an opinion of Contractor, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by Contractor. The County agrees to notify Contractor of its opinion by certified mail within 30 days of receipt of notification by Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Contractor, the County shall so state in the notification and Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Contractor under the terms of this Contract Agreement.

18. Excusable Delays.

Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of Contractor and its subcontractor(s) and is without the fault or negligence of either of them, Contractor shall not be deemed to be in default. Upon Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

19. Arrears.

Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. Ownership of Documents.

Contractor acknowledges that all information provided by County to Contractor shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by Contractor under this Agreement remains the property of Contractor. Contractor claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, the Contractor terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

21. Contingent Fees.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of

this Agreement.

22. Access & Audits.

Contractor shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Agreement. The County shall have access to such Contractor books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

23. Nondiscrimination.

Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

24. Entirety of Contractual Agreement.

The County and Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and Contractor.

25. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

26. Authority to Practice.

Contractor hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

27. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. Amendments & Modifications.

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

29. Florida Law & Venue.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

30. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

31. Notices.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Leigh A. Daniels, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to Contractor shall be mailed to:

Anytime Labor – Florida NE, LLC
dba LaborMax Staffing
Attn: Amy Flowers, Owner
8380 Baymeadows Rd., STE 1
Jacksonville, FL 32256

32. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

33. No Third Party Beneficiaries.

Both the County and Contractor explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

34. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

35. Survival.

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

December 13, 2021

RE: Bid No: 22-35; Temporary Staffing for Road & Bridge Department.

Please be advised that the Purchasing Division of St. Johns County is issuing this notice of its Intent to Award a contract to Anytime Labor – Florida NE LLC, dba LaborMax Staffing as the lowest responsive, responsible bidder for Bid No: 22-35; Temporary Staffing for Road & Bridge Department. This notice will remain posted until 5:00PM, Thursday, December 16, 2021.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Division of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Division and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Division receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Malinda "Jordy" Fusco, MA, CPM Procurement Coordinator at mfusco@sjcfl.us

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 12/13/21

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



ST. JOHNS COUNTY
PURCHASING DEPARTMENT
500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Benjamin W. Bright, P.E., Deputy Director/Interim Road & Bridge Manager
FROM: Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator
SUBJECT: Bid No. 22-35; Temporary Staffing for Road & Bridge Department
DATE: December 8, 2021

Attached are copies of the bid proposals received for the above mentioned bid along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Department Head Approval

Ben Bright

Date 12/13/2021

Budget Amount \$150,000

Account Funding Title Contractual Services

Funding Charge Code 1122-53120

Award to Labor Max

Award Amount \$150,000

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE Temporary Staffing for Road & Bridge Department

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

OPENED BY Jordy Fusco *MF*
TABULATED BY Dave Pyle *DP*
VERIFIED BY Jordy Fusco *MF*

BID NUMBER 22-35

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME December 8, 2021 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

POSTING DATE/TIME 12/08/21 4:00 PM **FROM** 12/13/21 4:00 PM **UNTIL**

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

BIDDERS	TOTAL LUMP SUM						
LaborMax Staffing	\$150,000.00						

BID AWARD DATE - _____