

**FIRST AMENDMENT
TO GENERAL AGREEMENT FOR TEMPORARY SERVICES**

THIS FIRST AMENDMENT TO GENERAL AGREEMENT FOR TEMPORARY SERVICES (this "Amendment"), is made as of July 1, 2016, by and between The School Board of Clay County, Florida ("SBCC") having its principal address at 900 Walnut Street, Green Cove Springs, Florida, 32043 AND DES of Florida, LLC, a Florida Limited Liability Company, ("DESF") having its principal office at 3023 N. Shannon Lakes Drive, Suite 102, Tallahassee, Florida, 32309.

WHEREAS, SBCC and DESF entered into a General Agreement for Temporary Services dated May 20, 2014 (the "Original Agreement") for Temporary Services and Work as more particularly described in the Original Agreement; and

WHEREAS, SBCC and DESF desire to amend the Original Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is also hereby acknowledged, the parties hereto, intending to be fully and legally bound, hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein shall have the meanings set forth in the Original Agreement unless otherwise provided herein.
2. **Term of Agreement and Termination.** Section 6.1 of the Original Agreement shall be amended by deleting the text "The terms of this Agreement shall commence on July 01, 2014 and shall continue in effect until June 30, 2016, unless terminated by either party in accordance with Section 6.2 of this Agreement" in its entirety, and the following text shall be deemed inserted in its stead:

"The terms of this Agreement shall commence on July 1, 2014 and shall continue in effect through June 30, 2018. Thereafter, the Agreement may be renewed annually with the written approval of the parties through June 30, 2020, unless terminated by either party in accordance with Section 6.2 of this Agreement."

3. **Government Requirements.** Article 18 of the Original Agreement shall be amended to insert the following text:

"18.3 Public Records: DESF agrees to comply with Florida's Public Records Law including:

- i. Keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- ii. Providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

IN WITNESS WHEREOF, the parties hereto have set their signatures below as of the day and year first written above.

SCHOOL BOARD OF CLAY COUNTY

DES of FLORIDA, LLC.

By: Janice A. Kerekes
(Authorized Signature)

By: _____
(Authorized Signature)

Name: Janice A. Kerekes

Name: Roy F. DeCastro

Title: Chairman

Title: Managing Partner

By: [Signature]
(Authorized Signature)

Name: Adrian Davis

Title: Superintendent