

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL**  
**SERVICES BETWEEN**  
**THE DUAL COUNTY WORKFORCE DEVELOPMENT COUNCIL**  
**AND LOCAL WORKFORCE DEVELOPMENT BOARD 9**  
**AND**  
**ROCHELLE J. DANIELS, ESQ.**

**THIS SECOND AMENDMENT TO AGREEMENT** entered into this \_\_\_\_ day of October, 2022, by and between the **Dual County Workforce Development Council** (hereinafter, the "Council"), created by that certain *Amended and Restated Interlocal Agreement Between the Alachua County Board of County Commissioners and the Bradford County Board of County Commissioners Regarding Local Workforce Development Area 9* dated recorded in the Official Records of Alachua County Book 4771 Page 1427 (hereinafter, the "Interlocal Agreement") and **Local Workforce Development Board 9** (hereinafter, "LWDB 9"), and **Rochelle J. Daniels, Esq.**, an individual licensed to practice law in the State of Florida, (hereinafter, the "Attorney"). Individually, the Council, LWDB 9 and the ATTORNEY may be referred to herein as a "Party"; the Council and LWDB 9 may be referred to herein as the "Governing Boards"; and all three Parties may be collectively referred to herein as the "Parties".

**WHEREAS**, the Interlocal Agreement provides for the procurement of a chief legal counselor that will report directly to the Council and provide legal services to LWDB 9 and its administrative entity; and

**WHEREAS**, a Request for Quotations for professional legal services was published around June 3, 2020, with responses due by July 7, 2020; and

**WHEREAS**, three responses were received and were reviewed by a review committee consisting of an Alachua County Senior Assistant County Attorney and the Attorney representing the Citrus, Marion, Levy Workforce Development Board ("Review Committee"); and

**WHEREAS**, the Review Committee recommended that the Council and LWDB 9 select the Attorney as the top ranked applicant and negotiate a contract with the Attorney; and

**WHEREAS**, at its meeting on August 25, 2020, the Council approved the Review Committee's recommendation; and

**WHEREAS**, at its meeting on August 27, 2020, LWDB 9 approved the Review Committee's recommendation; and

**WHEREAS**, the Parties entered into the Agreement for Professional Legal Services Between the Dual County Workforce Development Council, Local Workforce Development Board 9 and Rochelle J. Daniels, Esq. dated September 15, 2020 (the "Agreement"); and

**WHEREAS**, the First Renewal Term of the Agreement is set to expire on June 30, 2022; and

**WHEREAS**, the Agreement provides the Governing Boards with the option to renew the term of the Agreement for 3 additional 1-year periods at the same terms and conditions; and

**WHEREAS**, at duly noticed public meetings, the Governing Boards elected to exercise their second option to extend the term of the Agreement for the period commencing July 1, 2022 through June 30, 2023, and approved this Second Amendment to Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Council, LWDB 9 and the ATTORNEY do mutually agree as follows:

1. **RENEWAL OF TERM.** The term of the Agreement is renewed for the period of July 1, 2022 through June 30, 2023 ("Second Renewal Term").
2. **PAYMENT OF FEES AND EXPENSES.** The Attorney's fee and expenses during the Second Renewal Term SHALL NOT EXCEED \$60,000.00 (the "Not to Exceed Amount").
3. **TERMS AND CONDITIONS.** All other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect.
4. **COUNTERPARTS.** This Second Amendment to Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Second Amendment to Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Second Amendment to Agreement and bind the Parties to the terms hereof. The Parties agree that an electronic version of this Second Amendment to Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Second Amendment to Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Second Amendment to Agreement or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
5. **CONSTRUCTION.** This Second Amendment to Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Second Amendment to Agreement.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, LWDB 9 approved this Second Amendment to Agreement at its duly noticed public meeting of September 8, 2022, and the Chief Executive Officer of CareerSource North Central Florida, as an authorized signature of Local Workforce Development Board 9, hereby executes this Second Amendment to Agreement on behalf of the Local Workforce Development Board 9.

**LOCAL WORKFORCE DEVELOPMENT BOARD**

By: \_\_\_\_\_

Phyllis Marty

Executive Director of CSNCFL

Date: 1/30/23

**IN WITNESS WHEREOF**, the Council approved this Second Amendment to Agreement at its duly noticed public meeting of September 15, 2022, and the Chief Executive Officer of CareerSource North Central Florida, as an authorized signature of the Council, hereby executes this Second Amendment to Agreement on behalf of the Council.

**DUAL COUNTY WORKFORCE DEVELOPMENT COUNCIL**

By: \_\_\_\_\_

Phyllis Marty

Executive Director of CSNCFL

Date: \_\_\_\_\_

**WITNESS TO ATTORNEY:**

**Print name**

**Date**

**ATTORNEY:**

**Rochelle J. Daniels**

Date \_\_\_\_\_