

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND SUNSHINE CLEANING SYSTEMS, INC., FOR
JANITORIAL SERVICES AT THE FORT LAUDERDALE-INTERNATIONAL AIRPORT**

**GROUP 2
TERMINALS 2, 3, 4, AND AIRPORT OPERATIONS CONTROL CENTER
RFP #1073611P2**

This Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Sunshine Cleaning Systems, Inc., a Florida corporation ("Contractor") (collectively, the "Parties"), is entered into effective on April 1, 2019 ("Effective Date").

RECITALS:

A. County and Contractor entered into an agreement dated December 10, 2013, for janitorial services at Fort-Lauderdale-Hollywood International Airport ("FLL") for Terminals 2, 3, 4, and Airport Operations Control Center, which was amended by a First Amendment, dated August 16, 2016, wherein the Parties exercised the option to renew and adjusted compensation (collectively, as amended, the "Agreement").

B. The Agreement is currently scheduled to expire on March 31, 2019.

C. County is in the process of issuing a competitive solicitation seeking janitorial services for FLL ("Competitive Solicitation"). The Competitive Solicitation will not be finalized prior to the current Agreement expiration date.

D. The Parties desire to extend the term of the Agreement for an additional six (6) months.

E. On December 11, 2018, the Board of County Commissioners amended the Living Wage Ordinance to increase the living wage rate to at least \$13.27 per hour with qualifying health care benefit amounts of at least \$1.63 per hour, or at least \$14.90 per hour without health care benefits, adjusted annually as provided in the Living Wage Ordinance, for new contracts entered into on or after January 1, 2019 ("Amended Living Wage Ordinance"). Under the terms of the Amended Living Wage Ordinance, contracts entered into prior to January 1, 2019, cannot be extended without the vendor's consent to the application of the increased living wage rate as set forth in the Amended Living Wage Ordinance.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless an entire section is replaced or added.

2. Section 3.1 of the Agreement is amended as follows:

The term of this Agreement shall be for an initial period of five (5) years and three (3) months, ~~beginning on from~~ January 1, 2014 ~~and shall end on through~~ March 31, 2019, followed immediately by an extension period from April 1, 2019 through September 30, 2019 ("Extension Period"). ~~Any contract extension up to ninety (90) days shall be upon the terms and conditions as this Agreement.~~

3. Section 4.1 of the Agreement is amended as follows:

...

For the fifth Contract Year plus three months of this Agreement beginning on January 1, 2018 and ending on March 31, 2019, County will pay Contractor, in the manner specified in Section 4.2, up to a maximum not to exceed amount of Ten Million Two Hundred Fifty-Two Thousand Eight Hundred Eighty-Six Dollars (\$10,252,886.00) for work actually performed and completed pursuant to this Agreement, including optional services, and in accordance with Exhibit B-1, which not-to-exceed amount shall be accepted by Contractor as full compensation for all such work. ~~In addition, if the Living Wage as referenced in Section 10.24 of this Agreement increases by more than three percent (3%) above the Living Wage for the calendar year 2017, the County will reimburse the Contractor the difference as a pass through ("Pass Thru") providing Contractor submits justifiable documentation for said reimbursement.~~

During the Extension Period, County will pay Contractor, in the manner specified in Section 4.2 of the Agreement, Seven Hundred Eighty-Four Thousand Six Hundred Sixty-Two Dollars (\$784,662.00) per month for work actually performed and completed pursuant to this Agreement and up to Nine Thousand Seven Hundred Dollars (\$9,700.00) for optional services per month, for a maximum per month not to exceed amount of Seven Hundred Ninety-Four Thousand Three Hundred Sixty-Two Dollars (\$794,362.00).

Contractor acknowledges that the amounts set forth above are the maximum payable and constitute a limitation upon County's obligation to compensate (plus any adjustment pursuant to Section 6.16 of Exhibit A ~~for the fourth and fifth plus three months Contract Years~~) Contractor for its services related to this Agreement, for each Contract Year. These maximum amounts, however, do not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services as to each Contract Year. No amount shall be paid to Contractor to reimburse its expenses.

4. Exhibit B-1, Janitorial Services at Fort Lauderdale-Hollywood International Airport, Price Sheet - Group 1, is deleted in its entirety and is replaced with Exhibit B-1 attached hereto.
5. Commencing on the Effective Date of this Second Amendment, Contractor agrees to and

shall pay all of its "covered employees" providing "covered services" under this Agreement (as those terms are defined in the Amended Living Wage Ordinance) the living wage rate as required by the Amended Living Wage Ordinance for contracts entered into on or after January 1, 2019. Contractor shall fully comply with the requirements of the Amended Living Wage Ordinance, including as may be amended from time to time hereafter. Contractor shall ensure all of its subcontractors providing services under this Agreement that qualify as "covered employers" fully comply with the obligations of this paragraph and the requirements of the Amended Living Wage Ordinance, including as may be amended from time to time hereafter.

6. The Parties stipulate that, excluding any amounts authorized for optional services, the increase in compensation for the Extension Period over the compensation previously established in the Agreement is Fifty-One Thousand Three Hundred Thirty-Two Dollars (\$51,332.00) per month (i.e., prior to the Extension Period, the pro rata monthly not to exceed amount was Seven Hundred Thirty-Three Thousand Three Hundred Thirty Dollars (\$733,330.00) per month, which is increased pursuant to this Second Amendment to a monthly not to exceed amount of Seven Hundred Eighty-Four Thousand Six Hundred Sixty-Two Dollars (\$784,662.00) per month, which amounts to an increase of seven percent (7%). Of that increase, the monthly amount of Thirty Seven Thousand Eight Hundred Forty-Four Dollars and Sixty-six Cents (\$37,844.66), or five and two-tenths percent (5.2%), is to reasonably mitigate the increased costs to Contractor resulting from the Amended Living Wage Ordinance ("Increased Costs"). Contractor certifies the truth and accuracy of the documentation submitted by Contractor to demonstrate the Increased Costs, and that the increase in compensation described in this paragraph is equal to or is less than the amount of the Increased Costs resulting from the Amended Living Wage Ordinance. Contractor represents and certifies that the remaining increase in compensation over the compensation previously established in the Agreement (i.e., Thirteen Thousand Four Hundred Eighty-Seven Dollars and thirty-four cents (\$13,487.34) or one and eight-tenths percent (1.8%)) is for the increase in costs to Contractor unrelated to the Living Wage Increase and overhead and profit.

7. In the event that the Amended Living Wage Ordinance is amended to increase the qualifying health care benefit amount (currently \$1.63 per hour) and Contractor demonstrates that such increase impacts its actual costs, the Parties agree to meet to attempt to negotiate an amendment to address the impact.

8. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

9. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

10. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement

or this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12. The Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

14. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20____, and Sunshine Cleaning Systems, Inc., signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By: _____
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
Janitorial Group 2 2nd Amend
1/30/2019
80071.0050

**SECOND AMENDMENT TO AGREEMENT BETWEEN
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JANITORIAL SERVICES AT THE FORT LAUDERDALE-INTERNATIONAL AIRPORT**

CONTRACTOR

WITNESSES:

Sunshine Cleaning Systems, Inc.

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

____ day of _____, 2019

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit B-1

GROUP 2 - FLL Janitorial 2019 Amendment 2	Contract Period 1 01/01/2014-12/31/2014	Contract Period 2 01/01/2015- 12/31/2015	Contract Period 3 01/01/2016- 12/31/2016	Contract Period 4 01/01/2017-12/31/2017 (5% increase)	Contract Period 5 01/01/2018-03/31/2019 (15 Months) (2.5% increase)	Contract Year 5 Monthly cost	Extension Period 4/1/2019-09/30/2019 Cost per Month (7% increase)	Extension Period 4/1/2019-09/30/2019 Total Cost for 6 Months (7% increase)
Terminal 2	\$1,876,662.00	\$1,876,662.00	\$1,876,662.00	\$1,970,495.00	\$2,524,697.00	\$188,313.00	\$180,095.00	\$1,080,570.00
Terminal 3	\$2,659,270.00	\$2,659,270.00	\$2,659,270.00	\$2,795,400.00	\$3,577,550.00	\$238,403.35	\$255,198.00	\$1,531,188.00
Terminal 4	\$2,305,265.00	\$2,305,265.00	\$2,305,265.00	\$3,049,580.00	\$3,889,540.00	\$259,302.67	\$348,550.00	\$2,091,300.00
AOCC	\$8,531.00	\$8,531.00	\$8,531.00	\$8,958.00	\$11,477.00	\$765.84	\$819.00	\$4,914.00
Optional Services	\$0.00	\$115,750.00	\$115,750.00	\$115,750.00	\$115,750.00	\$0.00	\$9,700.00	\$58,200.00
G Concourse - West (eff. 7/15/15)	N/A	\$198,921.57	\$434,010.70	included in Terminal 4	included in Terminal 4	included in Terminal 4	included in Terminal 4	included in Terminal 4
T4 Checkpoint (eff. 7/15/15)	N/A	\$69,622.55	\$151,903.75	included in Terminal 4	included in Terminal 4	included in Terminal 4	included in Terminal 4	included in Terminal 4
F/G Connector Bridge (eff. 11/15/2016)	N/A	N/A	\$17,674.77	\$149,292.00	\$190,225.00	\$12,681.67	included in Terminal 4	included in Terminal 4
G Concourse East - Level 2 Less H Concourse (eff. 12/15/2017)	N/A	N/A	N/A	\$29,362.50	\$538,749.00	\$35,916.47	included in Terminal 4	included in Terminal 4
Terminal 4 - FIS Baggage Claim (eff. 2/15/2018)	N/A	N/A	N/A	N/A	\$267,711.00	\$17,947.00	included in Terminal 4	included in Terminal 4
	\$6,849,728.00	\$7,234,022.12	\$7,569,067.22	\$8,118,837.50	\$11,115,699.00	\$733,330.00	\$794,362.00	\$4,766,172.00