

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND G4S SECURE SOLUTIONS (USA) INC. FOR GENERAL SECURITY GUARD SERVICES AT VARIOUS COUNTY FACILITIES (R1326208P1)

This Second Amendment ("Second Amendment") to the Agreement for General Security Guard Services at Various County Facilities (the "Original Agreement") by and between Broward County, a political subdivision of the State of Florida ("County"), and G4S Secure Solutions (USA) Inc., Inc., a Florida corporation ("G4S") (collectively referred to as the "Parties"), is entered into and effective as of the date the Second Amendment is fully executed by the Parties ("Effective Date").

Recitals

- A. On November 10, 2015, the Parties entered into the Original Agreement for G4S to provide general security guard services at various county facilities.
- B. On March 15, 2019, a First Amendment to the Original Agreement was executed to increase contract pricing to increase compensation resulting from the December 11, 2018 amendment to the Living Wage Ordinance (hereinafter, the Original Agreement and its First Amendment shall jointly be referred to as the "Agreement").
- C. On February 12, 2019, the County again amended the Living Wage Ordinance to increase health benefit requirements to \$3.44 per hour, effective on January 1, 2021.
- D. In addition, the Florida Legislature amended state law to require, among other obligations, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees beginning on January 1, 2021.
- E. The Parties desire to amend the Agreement to extend the term through December 31, 2021, increase the not-to-exceed amount, release the optional services to the overall contract threshold for the extension period, and amend the contract pricing to increase compensation in consideration of the extension and resulting from the County's 2019 amendment to the Living Wage Ordinance.
- F. This Second Amendment is reasonable and necessary and in the best interest of the public.

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

- 1. The above Recitals are true and correct, and are incorporated herein by reference.
- 2. For this paragraph, words in ~~struck-through~~ type are deletions from existing text whereas words in underscored type are additions. Article 4, Compensation, Section 4.1 of the Agreement is hereby amended to read as follows:



A handwritten signature in blue ink, followed by the date "1/06/2020" written in blue ink.

4.1 ~~For the Initial Term, County will pay G4S up to a maximum amount as follows:~~
For the duration of the Agreement, County will pay G4S in accordance with Exhibit B, Payment Schedule, Pricing Matrix, as amended, up to the following maximum amount(s):

Services/Goods	Term	Not-To-Exceed Amount
Contract Year 1 Annual Total	<u>November 10, 2015 to November 9, 2016</u>	\$5,349,070.48
Contract Year 2 Annual Total	<u>November 10, 2016 to November 9, 2017</u>	\$5,429,157.76
Contract Year 3 Annual Total	<u>November 10, 2017 to November 9, 2018</u>	\$5,510,885.64
Renewal - Contract Year 4 Annual Total	<u>November 10, 2018 to November 9, 2019</u>	\$5,589,610.52
<u>Living Wage Adjustment (First Amendment)</u>	<u>April 1, 2019 to November 9, 2020</u>	<u>\$264,960.69</u>
Renewal – Contract Year 5 Annual Total	<u>November 10, 2019 to February 9, 2021 (includes 90-Day Extension)</u>	\$5,676,030.88
Optional Services	<u>February 10, 2021 to December 31, 2021</u>	\$2,755,475.53
<u>Extension (Second Amendment)</u>	<u>February 10, 2021 to December 31, 2021</u>	<u>\$1,610,062.86</u>
TOTAL NOT TO EXCEED		\$30,310,230.81 <u>\$32,185,254.36</u>

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule, Pricing Matrix) until December 31, 2020 and as set forth in Exhibit B-2 (Payment Schedule, Pricing Matrix) beginning on January 1, 2021, which amounts shall each be accepted by G4S as full compensation for all such work. G4S acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate G4S for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon G4S's obligation to perform all items of work required under this Agreement.

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Unless otherwise expressly stated in this Agreement, G4S shall not be reimbursed for any expenses it incurs under this Agreement.

3. Exhibit B, Payment Schedule, Pricing Matrix is amended to include Exhibit B-2 – Pricing Matrix, G4S Extension Pricing, attached hereto and incorporated herein. Extension Pricing rates shall be effective January 1, 2021.

4. G4S represents that G4S and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If G4S violates this section, County may immediately terminate this Agreement for cause and G4S shall be liable for all costs incurred by County due to the termination.

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

6. Except to the extent modified herein, the Agreement, as amended, shall remain in full force and effect. In the event of a conflict or ambiguity between the terms and conditions of this Second Amendment and the terms and conditions set forth in the Agreement, this document shall control.

7. 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 the other.

8. The Agreement hereby 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 and this Second Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms of this Second Amendment shall be predicated upon any prior representations or agreements, whether oral or written.

9. This Second Amendment is effective on the Effective Date, and may be executed by the Parties in counterparts which, when taken together, shall have the force and effect of an original binding document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to the Agreement: 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 G4S, 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 _____
Mayor
____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By **Matthew Haber** _____
Digitally signed by Matthew Haber
DN: cn=Matthew Haber, o=Broward County, ou=CAO,
email=mhaber@broward.org, c=US
Date: 2020.11.10 09:25:50 -05'00'
Matthew Haber (Date)
Assistant County Attorney

By  _____
Digitally signed by RENE D. HARROD
Date: 2020.11.10
09:47:41 -05'00'
Rene Harrod (Date)
Deputy County Attorney


11/10/2020

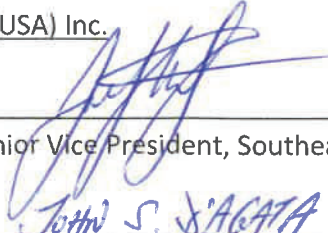
Second Amendment to Agreement between Broward County and G4S Secure Solutions (USA)
Inc. for General Security Guard Services at Various County Facilities.

G4S Secure Solutions (USA) Inc.

Secretary


(Please Type Name of Secretary)

CORPORATE SEAL

By 
Senior Vice President, Southeast Florida

John S. S'AGATA
(Please Type Name and Title)

06th day of NOVEMBER, 2020.

Witness 

Witness 


11/06/2020

Exhibit B-2 – Payment Schedule
PRICING MATRIX
RFP No. R1326208P1_1
General Security Services at Various County Facilities
Group 1, General Marketplace
January 1, 2021 to December 31, 2021

Classification	Description	UOM	Base Price	Estimated Weekly Hours	Estimated Annual Hours/Units	52 Week Total
Managers and Supervisors	Project Manager (1/1/2021 to 12/31/2021)	HR	\$39.17	77	4,011	\$157,110.87
Managers and Supervisors	Site Supervisor (1/1/2021 to 12/31/2021)	HR	\$22.19	366	19,006	\$421,743.14
Security Officers	Class II Security Guard - Regular (1/1/2021 to 12/31/2021)	HR	\$20.21	4,284	222,750	\$4,501,777.50
Security Officers	Class II Security Guard - Overtime (1/1/2021 to 12/31/2021)	HR	\$28.29	11	577	\$16,323.33
Security Officers	Class III Security Guard - Regular (1/1/2021 to 12/31/2021)	HR	\$21.34	2,855	148,453	\$3,167,987.02
Security Officers	Class III Security Guard - Overtime (1/1/2021 to 12/31/2021)	HR	\$29.88	12	619	\$18,495.72
Patrol Vehicle	Two golf carts for roving patrols (1/1/2021 to 12/31/2021)	MTH	\$600.00		44	\$26,400.00
Patrol Vehicle	Patrol Vehicle (1/1/2021 to 12/31/2021)	MTH	\$1,611.82		0	\$0.00
					Extension Total	\$8,309,837.58

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11/06/2020