

**FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
SUNSHINE CLEANING SYSTEMS, LLC, FOR JANITORIAL SERVICES FOR THE  
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT  
GROUP 2 – TERMINALS 1, 2, 3, AND 4  
(RFP #BLD2117566P1)**

This Fifth Amendment ("Fifth Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Sunshine Cleaning Systems, LLC ("Contractor") (collectively, the "Parties"), is effective on the date this Fifth Amendment is fully executed by the Parties.

**RECITALS**

A. County and Sunshine Cleaning Systems, Inc. entered into the Agreement for Janitorial Services for the Fort Lauderdale-Hollywood International Airport Group 2 – Terminals 1, 2, 3, and 4 (RFP #BLD2117566P1) dated June 19, 2020, which was amended by a First Amendment dated September 2, 2020, a Second Amendment dated January 18, 2022, a Third Amendment dated January 20, 2023, and a Fourth Amendment dated April 18, 2024 (as so amended, the "Agreement").

B. Sunshine Cleaning Systems, Inc. converted its organizational form and became Sunshine Cleaning Systems, LLC on October 21, 2022, with no change in federal employer identification number.

C. The Agreement is currently scheduled to expire on July 31, 2025.

D. The Parties desire to enter into this Fifth Amendment to extend the term of the Agreement and update certain rates and terms as set forth herein.

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

1. The foregoing Recitals are true and correct and incorporated herein by reference. All capitalized terms not expressly defined within this Fifth Amendment shall retain the meaning ascribed to such terms in the Agreement.

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

3. The term of the Agreement shall be automatically extended on a month-to-month basis from August 1, 2025, through July 31, 2026, unless earlier terminated by the Director of Purchasing by providing Contractor with written notice of County's intent not to further extend the Agreement. If the Director of Purchasing provides Contractor with written notice of intent not to further extend the Agreement, the Agreement shall terminate thirty (30) calendar days following the date of such notice, unless otherwise agreed to in writing by the Parties. In the

event of such termination, the final payment to Contractor will be prorated for services rendered through the effective date of the termination.

4. The first sentence of Exhibit B shall be amended as follows (strikethrough text indicates deletions and underlining/bolding indicates additions): "The rates specified in **Exhibit B-1** shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated ~~below~~ **in the Agreement**." Exhibit B shall be further amended by adding thereto a new **Exhibit B-3**, attached hereto, which establishes the Payment Schedule for the month-to-month extension being effectuated pursuant to this Fifth Amendment.

5. Notwithstanding anything contained in the Agreement to the contrary, Paragraph 1.1, Annual Janitorial Supply Cost Adjustment, of Exhibit B, does not apply to Contractor's compensation for the month-to-month extension effectuated pursuant to this Fifth Amendment. Furthermore, as identified in **Exhibit B-3**, all fees applicable during this extension shall remain consistent with the maximum not-to-exceed fees established for Contract Year 5.

6. Anti-Human Trafficking. By execution of this Fifth Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

7. In the event of any conflict or ambiguity between this Fifth Amendment and the Agreement, the Parties agree that this Fifth Amendment shall control. The Agreement, as amended herein by this Fifth Amendment, 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 as amended in this Fifth 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.

8. Preparation of this Fifth 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.

9. Contractor acknowledges that through the date this Fifth Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any matters covered by the Agreement.

10. This Fifth Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and 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 Fifth 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 \_\_\_\_\_, 2025; and Sunshine Cleaning Systems, LLC, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through its Board of  
County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 2025

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Telephone: (954) 359-6100

By: Jessica Alvarez Digitally signed by Jessica Alvarez  
Date: 2025.04.21 12:19:25 -04'00'  
Jessica Alvarez Date  
Assistant County Attorney

By: Israel Fajardo Digitally signed by Israel Fajardo  
Date: 2025.04.21 12:46:34 -04'00'  
Israel Fajardo Date  
Senior Assistant County Attorney

JA/em  
Group 2 Janitorial 5<sup>th</sup> Amend.  
04/08/2025  
80071.0050

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CONTRACTOR

Sunshine Cleaning Systems, LLC

By:   
Authorized Signer

Joe Woodson - Regional VP SE Region  
Print Name and Title

18 day of April, 2025

**EXHIBIT B-3 PAYMENT SCHEDULE**

| <b>Location</b>   | <b>Maximum Not to Exceed Monthly Fee for Contract Year 5 Effective 08/01/2024 - 07/31/2025</b> | <b>Maximum Not to Exceed Monthly Fee Effective 08/01/2025 through Termination or Expiration</b> | <b>Total Maximum Not-to-Exceed Amount 08/01/2025 - 07/31/2026</b> |
|---|--|---|---|
| Terminal 1  | \$718,369.58   | \$718,369.58  | \$8,620,434.93  |
| Terminal 2  | \$241,130.51   | \$241,130.51  | \$2,893,566.18  |
| Terminal 3  | \$303,023.71   | \$303,023.71  | \$3,636,284.48  |
| Terminal 4  | \$479,193.17   | \$479,193.17  | \$5,750,318.07  |
| AOCC  | \$1,145.53   | \$1,145.53  | \$13,746.33   |
| Optional Services - Additional Space (Common Areas). Cost per SF per month. Based on 1,500,000 SF | \$0.88   | \$0.88  | \$1,320,000.00  |
| Optional Services - Additional Space (Offices). Cost per SF per month. Based on 300,000 SF        | \$0.07   | \$0.07  | \$21,000.00   |
| Optional Services - Special Events – (Labor hour per cleaner)                                     | \$26.40  | \$26.40   | \$64,682.51   |
|   | <b>\$1,742,889.85*</b>   | <b>\$1,742,889.85</b>   | <b>\$22,320,032.50</b>  |

\*Updated to correct the scrivener's error (" \$1,742,862.50") set forth in Exhibit B-2 of the Fourth Amendment.