

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND WESTMORELAND PROTECTION AGENCY, INC. (WPA) FOR GENERAL SECURITY GUARD SERVICES AT VARIOUS COUNTY FACILITIES (RFP #R1326208P1X)**

This Second Amendment (“Second Amendment”) to the Agreement Between Broward County and Westmoreland Protection Agency, Inc. (WPA) for General Security Services at Various County Facilities (the “Original Agreement”), by and between Broward County (“County”), a political subdivision of the State of Florida, and Westmoreland Protection Agency, Inc. (“WPA”), a Florida corporation (collectively, the “Parties”), is entered into as of the date this Second Amendment is fully executed by the Parties (“Effective Date”).

Recitals

A. On or about March 8, 2016, the County and WPA entered into the Original Agreement to provide professional security guard services for specific assignments at various County facilities, including various types of buildings, securing access control points, and utilizing security detection equipment as found in airports and courthouses. The Original Agreement went into effect on April 29, 2016.

B. On April 29, 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.

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. Except to the extent modified herein, the Agreement shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the

Agreement. Amendments made to the Agreement by this Second Amendment are indicated using ~~strike-through~~ type to indicate deletions and underscored type to indicate additions.

3. Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 The initial term of this Agreement is three (3) years based on prices contained on price sheets set forth in Exhibit B attached hereto and made a part hereof. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, as may be amended from time to time. This Agreement may be renewed for two (2) additional one (1) year periods as provided for in section 3.1.1, below. Assuming all renewal options are exercised, this Agreement will end on April 28, 2021.

4. Section 4.1 of the Agreement is hereby amended to read as follows:

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

<b>Services/Goods</b>	<b><u>Term</u></b>	<b>Not-To-Exceed Amount</b>
Contract Year 1 Annual Total	<u>4/29/2016 to 4/28/2017</u>	\$3,261,476.96
Contract Year 2 Annual Total	<u>4/29/2017 to 4/28/2018</u>	\$3,261,476.96
Contract Year 3 Annual Total	<u>4/29/2018 to 4/28/2019</u>	\$3,261,476.96
Renewal - Contract Year 4 Annual Total (First Amendment Living Wage Increase of \$130,882.53)	<u>4/29/2019 to 4/28/2020</u>	<del>\$3,261,476.96</del> <u>\$3,392,359.49</u>
Renewal – Contract Year 5 Annual Total (Optional Services increased by \$1,630,738.48)	<u>4/29/2020 to 4/28/2021</u>	<del>\$3,261,476.96</del> <u>\$4,892,215.44</u>
Optional Services		<del>\$1,630,738.48</del>
<u>Extension</u>	<u>Second Amendment Effective Date to 12/31/2021</u>	<u>\$2,016,412.83</u>
<b>TOTAL NOTTO EXCEED</b>		<del>\$18,069,005.81</del> <b><u>\$20,085,418.64</u></b>

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), which amount shall be accepted by WPA as full compensation for all such work. WPA

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 WPA for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon WPA's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, WPA shall not be reimbursed for any expenses it incurs under this Agreement.

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

6. WPA represents that WPA 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 WPA violates this section, County may immediately terminate this Agreement for cause and WPA shall be liable for all costs incurred by County due to the termination.

7. 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.

8. 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.

9. The Agreement, as amended 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. 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.

10. 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 WPA, 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 12:50:54 -05'00'  
Matthew Haber (Date)  
Assistant County Attorney

By  Digitally signed by  
RENE D. HARROD  
Date: 2020.11.10  
12:56:17 -05'00'  
Rene Harrod (Date)  
Deputy County Attorney

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Westmoreland Protection Agency, Inc.

  
Witness

Pam Johnson  
(Please Type Name of Witness)

CORPORATE SEAL

By   
President/Vice President

Paul Spence, President  
(Please Type Name and Title)

10 day of NOVEMBER, 2020

Witness 

Witness 

**Exhibit B-2 – Payment Schedule**  
**PRICING MATRIX**  
RFP No. R1326208P1X\_1  
General Security Services at Various County Facilities  
Group 2, General Security Guard Services  
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	Site Supervisor (1/1/2021 to 12/31/2021)	HR	\$20.50	13,477	188,678	\$3,666,013.54
Security Officers	Class II Security Guard - Regular (1/1/2021 to 12/31/2021)	HR	\$19.43	317	4,438	\$120,713.60
Security Officers	Class II Security Guard - Overtime (1/1/2021 to 12/31/2021)	HR	\$27.20	4177	58,478	\$1,136,227.54
Security Officers	Class III Security Guard - Regular (1/1/2021 to 12/31/2021)	HR	\$19.43	61	854	23,228.80
Security Officers	Class III Security Guard - Overtime (1/1/2021 to 12/31/2021)	HR	\$27.20	209	2,926	\$59,983.00
Patrol Vehicle	One golf carts for roving patrols (1/1/2021 to 12/31/2021)	MTH	\$300.00		28	\$8,400.00
					Extension Total	\$5,014,566.48