

**FOURTH 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 Fourth Amendment ("Fourth 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 Fourth Amendment is fully executed by the Parties ("Fourth Amendment Effective Date").

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 16, 2020, which was amended by a First Amendment, dated September 2, 2020, a Second Amendment, dated January 18, 2022, and a Third Amendment, dated January 20, 2023 (collectively, as so amended, the "Agreement").

B. Sunshine Cleaning Systems, Inc. converted to Sunshine Cleaning Systems, LLC on October 21, 2022.

C. The Agreement provided for an Initial Term of three (3) years and included two (2) one (1) year Extension Terms. The County exercised its option for the first (1st) Extension Term, which will expire on July 31, 2024.

D. The Agreement provides for compensation for the Initial Term and the first (1st) one (1) year Extension Term and requires the Parties to negotiate compensation for the second (2nd) Extension Term.

E. The Parties met and agreed upon compensation for the second (2nd) Extension Term.

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.
2. Except as shown in paragraph 8 below, amendments made to the Agreement by this Fourth Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Capitalized terms used in this Fourth Amendment and not otherwise defined in this Fourth Amendment shall have the meaning given to such terms in the Agreement.
3. The Agreement is hereby extended for the second (2nd) Extension term (Contract Year 5, August 1, 2024, through July 31, 2025).

4. For Contract Year 5, the maximum not-to-exceed amount to be paid Contractor for Services other than Optional Services is Twenty Million Nine Hundred Fourteen Thousand Three Hundred Forty-nine and 99/100 Dollars (\$20,914,349.99) and the maximum not-to-exceed for Optional Services is One Million Four Hundred Five Thousand Six Hundred Eighty-two and 51/100 Dollars (\$1,405,682.51).

5. **Exhibit B** shall be amended to read as follows:

EXHIBIT B – PAYMENT SCHEDULE

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. Except as expressly provided in Section 4.3 of the Agreement relating to Contract Year 5 and Sections 1.1, 1.2, 1.3, and 1.4 below, the Parties agree that rates will not be increased during the term of this Agreement. **As required in Section 4.3 of the Agreement, the Parties agreed that the rates specified in Exhibit B-2 will be effective for Contract Year 5 and such rates will not be increased during the remainder of the term of this Agreement.** Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this composite **Exhibit B**.

...

6. Exhibit B shall be further amended by adding thereto a new **Exhibit B-2** to establish the Payment Schedule for Contract Year 5.

7. Section 9.6 of this Agreement is amended to read as follows:

9.6 **Force Majeure**. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by ~~labor strike~~, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

8. New Sections 11.32, 11.33, 11.34, 11.35, 11.36, and 11.37 are added to the Agreement as follows (bold/underlining omitted):

11.32 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have 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 Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

11.33 Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

11.34 Entities of Foreign Concern. The provisions of this section apply only if Contractor or any Subcontractors will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Fourth Amendment Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 5.2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

11.35 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the term.

11.36 Ownership Disclosure. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

11.37 Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

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

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

11. The Agreement, including as amended herein by this Fourth 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, including as amended in this Fourth 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.

12. Preparation of this Fourth 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.

13. This Fourth Amendment may be executed in counterparts, whether signed physically or electronically, 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 Fourth Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to executed same by Board action on the ____ day of _____, 20__, and SUNSHINE CLEANING SYSTEMS, LLC, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

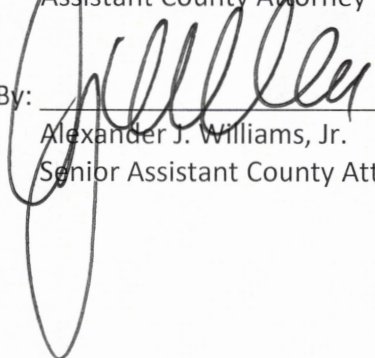
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By: _____
____ day of _____, 20__

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:  1/23/24

Yesenia Alfonso Date
Assistant County Attorney

By:  01/23/2024

Alexander J. Williams, Jr. Date
Senior Assistant County Attorney

YA/ch
Group 2 Janitorial 4th Amend.
01/10/2024
80071.0050

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Sunshine Cleaning Systems, LLC

By: 
Authorized Signer

Randy Kierce V.P.
Print Name and Title

16 day of January, 2024

EXHIBIT B-2- CONTRACT YEAR 5 PAYMENT SCHEDULE

Location	Contract Year 4 Monthly Fee	Approved 3.25% Monthly Increase to Contract Year 5	Approved Monthly Fee for Contract Year 5 Effective 08/01/2024 - 07/31/2025	Maximum Amount for Contract Year 5 08/01/2024 - 07/31/2025
Terminal 1	\$695,757.46	\$22,612.12	\$718,369.58	\$8,620,434.93
Terminal 2	\$233,540.45	\$7,590.06	\$241,130.51	\$2,893,566.18
Terminal 3	\$293,485.43	\$9,538.28	\$303,023.71	\$3,636,284.48
Terminal 4	\$464,109.61	\$15,083.56	\$479,193.17	\$5,750,318.07
AOCC	\$1,109.47	\$36.06	\$1,145.53	\$13,746.33
Optional Services - Additional Space (Common Areas). Cost per SF per month. Based on 1,500,000 SF *	\$0.85	n/a	\$0.88	\$1,320,000.00
Optional Services - Additional Space (Offices). Cost per SF per month. Based on 300,000 SF *	\$0.05	n/a	\$0.07	\$21,000.00
Optional Services - Special Events – (Labor hour per cleaner)	\$25.57	\$0.83	\$26.40	\$64,682.51
	\$1,688,002.42	\$54,860.91	\$1,742,862.50	\$22,320,032.50

* Increase to SF rates were negotiated and
not based on 3.25% increase