

**FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND 4 BEST BUSINESS CORP. D/B/A 4BBCORP
FOR TEMPORARY PERSONNEL SERVICES**

This First Amendment (“First Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and 4 Best Business Corp. d/b/a 4BBCorp, a Florida corporation (“Contractor”) (collectively referred to as the “Parties”).

RECITALS

A. On or about January 28, 2020, Contractor was awarded the contract for Bid GEN2118724B1, Temporary Personnel Services (the “Agreement”), to serve as the primary provider of Group 1 (White Collar) and Group 2 (Blue Collar) and the secondary provider of Group 3 (Professional Service) temporary staffing services to the Human Resources Division on an as-needed basis.

B. The Agreement provided that the initial term would be for a period of one (1) year with the option to renew for two (2) additional one-year renewal terms. Both renewal terms were effectively exercised, and the Agreement had an expiration date of January 28, 2023.

C. In January 2023, the Purchasing Director approved a 90-day extension period (“Limited Term Extension”) and extended the Agreement through and including April 27, 2023.

D. The Agreement requires that Contractor, a “covered employer,” comply with the Broward County Living Wage Ordinance, Sections 26-100 through 26-105 of the Broward County Code of Ordinances (“Living Wage Ordinance”), including that Contractor pay all of its employees providing “covered services,” as defined in the Living Wage Ordinance, a living wage and provide paid time off. The Agreement also requires that Contractor comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

E. On October 25, 2022, the Living Wage Ordinance was amended, effective December 31, 2022, to increase the living wage rate for covered employees to at least \$15.00 per hour for employees other than security services officers, to at least \$17.17 per hour for security services officers, and to require that the covered employer either provide qualifying health care benefits or pay an additional health care amount of at least \$3.54 per hour, with such rates adjusted annually as provided in the Living Wage Ordinance. The amendment to the Living Wage Ordinance also included a requirement for vendors to provide paid time off to covered employees. The amended Living Wage Ordinance provides that for covered contracts entered into prior to January 1, 2023, the contractor and County shall either enter into a written amendment applying the higher amended living wage rate and the requirement for paid time off, or the contractor shall provide written consent and express waiver of any objection or defense to the application of the higher amended living wage rate and the requirement to provide paid time off.

F. County is currently in the process of procuring a new contract for the temporary staffing services. To ensure County continues to receive the necessary services it requires during the interim, the Parties desire to retroactively increase the maximum not-to-exceed amount of the Agreement by an additional Six Hundred Twelve Thousand Dollars (\$612,000.00).

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

1. The above Recitals are true and correct and are incorporated herein by reference. The Parties agree and stipulate that the Agreement was effectively renewed and extended as recited above on the same terms and conditions, including pricing, as stated in the Agreement.

2. This Amendment constitutes a written amendment applying the amendments to the Living Wage Ordinance, including the higher living wage rate and the requirement to provide paid time off, to the Agreement commencing January 1, 2023, in compliance with the conditions precedent stated in Section 26-102(a)(2) of the Living Wage Ordinance. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

3. For the remaining duration of the Agreement, including any extensions, renewals, or amendments, Contractor agrees to and shall pay to all of its "covered employees" providing "covered services" (as those terms are defined in the Living Wage Ordinance) the living wage rate of at least \$15.00 per hour for covered employees other than security services officers, and at least \$17.17 for security services officers, and shall either provide qualifying health care benefits or pay its covered employees an health care benefit amount as provided in the Living Wage Ordinance (\$3.65 per hour as of January 1, 2023), adjusted as provided in the Living Wage Ordinance. Contractor further agrees to provide paid time off to its covered employees under either the accrual method or the lump sum method, as described in the Living Wage Ordinance. Contractor agrees that it cannot set a limit on the total accrual or award of paid time off at less than forty (40) hours on an annual basis. Contractor shall fully comply with the requirements of the Living Wage Ordinance, including as may be amended from time to time hereafter. Contractor shall ensure all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance, including by paying the higher rates listed in this paragraph, and by providing paid time off, and including as such ordinance or rates may be amended from time to time hereafter.

4. The terms and conditions, including pricing, for the Limited Term Extension shall remain the same as set forth in the Agreement. The maximum not-to-exceed amount for all Services provided during the Limited Term Extension shall be Six Hundred Twelve Thousand Dollars (\$612,000.00).

5. New Sections 48, 49, 50, 51, and 52 are added to the General Conditions section of the Agreement as follows:

48. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use 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.

49. 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 CFR §§ 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.

50. 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.

51. Polystyrene Food Service Articles. Contractor shall comply with the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property set forth in Section 27.173, Broward County Administrative Code.

52. Annual Disclosure Form. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors 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.

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

7. Preparation of this First 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.

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

9. The effective date of this First Amendment shall be retroactive to January 1, 2023, regardless of the later date of execution by the Parties.

10. This First 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.

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IN WITNESS WHEREOF, the parties hereto have made and executed this First 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 _____, 2023, and CONTRACTOR, signing by and through its _____, President _____, duly authorized to execute same.

COUNTY

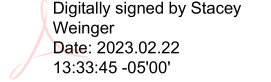
ATTEST:

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 _____, 2023

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

By Stacey Weinger 
Stacey R. Weinger (Date)
Assistant County Attorney

By  
Rene D. Harrod (Date)
Chief Deputy County Attorney

SRW
1/30/23

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CONTRACTOR

4 BEST BUSINESS CORP. D/B/A 4BBCORP

By: *Miguel Fernandez*
Miguel Fernandez (Feb 3, 2023 10:41 EST)
Authorized Signer

Miguel Fernandez - President
Print Name and Title

3 day of February, 2023