

FIRST AMENDMENT TO THE AGREEMENT

between

UNITED STATES SERVICE INDUSTRIES, INC. (USSI)

for

JANITORIAL SERVICES
RFP NO. 08-26-15-11

This is a First Amendment dated the 27 day of July, 2017 to the Agreement dated the 8th day of October, 2015 ("Agreement"), between the CITY OF COCONUT CREEK, a municipal corporation of the State of Florida, its successors and assigns, (hereinafter referred to as "City"), through its Commissioners;

AND

UNITED STATES SERVICE INDUSTRIES, INC. (USSI), its successors and assigns, (hereinafter referred to as "Contractor").

WHEREAS, Contractor is in the business of providing janitorial services; and

WHEREAS, on October 8, 2015, the City and Contractor signed an agreement for ongoing janitorial services which consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain City facilities in a work-conducive, neat, clean, and orderly condition, ("Agreement"); and

WHEREAS, it has come to the City's attention that Contractor desires to amend the Agreement with regard to the Broward County Living Wage Ordinance. The City desires to continue using Contractor's services, however, City is desirous of ensuring that Contractor pays its employees a wage comparable to what was contemplated at the time of entering into the Agreement; and

WHEREAS, the parties intend that all terms and conditions as stated in the Agreement shall remain in full force and effect, subject only to the minor amendments contained in this First Amendment to the Agreement, ("First Amendment"); and

WHEREAS, the City and Contractor have mutually agreed upon the terms and conditions as modified herein and as allowed by Florida law; and

WHEREAS, the City has the ability to enter into this First Amendment to the Agreement, under Florida Law and its Home Rule Powers for the protection of the Public Health, Safety and Welfare of its citizens.

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Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. City of Coconut Creek Request for Proposals No. 08-26-15-11, Section I, Paragraph 35, "Public Records," shall be amended to read as follows:

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with a bid response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or ten (10) days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City, City Commission, its officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

~~Effective July 1, 2013, t~~The Contractor shall comply with Florida's Public Records Law, specifically, the Contractor shall:

35.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

35.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time ~~Provide the public with access to such public records on the same terms and conditions that the City would provide the records and~~ at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

35.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

~~35.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.~~

35.5 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in this Request for Proposals.

35.6 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.

3. City of Coconut Creek Request for Proposals No. 08-26-15-11, Section II, Paragraph 23, "Staffing Provisions," shall be amended to read as follows:

23.1 Staffing Requirements

The Contractor shall have the responsibility for selecting personnel to perform the services to be provided hereunder. Contractor's employees shall be employed directly by the Contractor and not by a subcontractor.

23.2 Living Wage

The Contractor agrees to pay its employees at the rate of \$11.47 per hour, not including benefits, with a three percent (3%) annual increase each contract year or adhere to Broward County's Living Wage Ordinance (Article VII Sections 26-100 through 26-105) the United States Department of Labor, Bureau of Labor

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Statistics, concerning Occupational Employment and Wages for Janitors and Cleaners, Except Maids and Housekeeping Cleaners, mean hourly wage as depicted by the most recent statistical data released in May of each calendar year, effective upon release, and relating to the State of Florida as a whole, whichever is greater. The wage parameters of the ordinance shall apply to all employees assigned to the City regardless of hours worked. The Contractor agrees that where the ordinance references the County, the City shall apply. <http://www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx>

23.3 Contractor's Manager/Supervisor

The Contractor's Manager/Supervisor shall have proven managerial experience with municipal accounts. Furthermore, the Contractor's Manager shall be present and participate in the proposal process for the City to meet and evaluate.

4. The Agreement, shall be amended to create Paragraph 16, "Anti-Discrimination Covenant," in its entirety to read as follows:

16) Anti-Discrimination Covenant

That Contractor shall for itself, its representatives, successors, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the performance of this Agreement; and

b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate this Agreement as if this it had never been made, and avail itself of any remedies available in law or equity.

5. Except to the extent modified herein, all other terms and conditions of the Agreement between the City of Coconut Creek and United States Service Industries, Inc. (USSI) for Janitorial Services dated October 8, 2015 resulting from Request For Proposals Number 08-26-15-11 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: CITY, through its City Commissioners, signing by and through its City Manager, and UNITED STATES SERVICE INDUSTRIES, INC. (USSI), signing by and through its Chief Financial Officer, Stephanie Nester, who is duly authorized to execute same.


City of Coconut Creek, Florida.



Mary C. Blasi, City Manager

Date: 7/26/17

Attest:


Leslie Wallace May, MMC
City Clerk

Approved as to form:



Terrill C. Pyburn, City Attorney

CONTRACTOR

UNITED STATES SERVICE
INDUSTRIES, INC. (USSI)

Company Name

Stephanie Nester 07/18/17
Signature of Chief Financial Officer Date

STEPHANIE NESTER
Type/Print Name of Chief Financial Officer

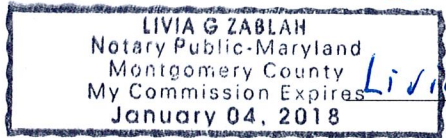
CORPORATE ACKNOWLEDGEMENT

STATE OF MARYLAND:
COUNTY OF Montgomery

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Stephanie Nester, of USSI a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 18th day of July, 2017.

Livia G. Zablah
Signature of Notary Public
State of ~~Florida~~ Maryland at Large



Livia G. Zablah
Print, Type or Stamp

- Personally known to me or
- Produced Identification

- Type of I.D. Produced
- DID take an oath, or
 - DID NOT take an oath.