

81719
 PY'18-19
 PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **Sky Shine Enterprises, LLC**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **July 1, 2017**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2017 and expiring June 30, 2018 to provide janitorial and maintenance services.

Article I, Effective Term, is deleted in its entirety and replaced with the following language:

The term of this Agreement shall commence upon **July 1, 2017** and terminate at the close of business on **June 30, 2019**, irrespective of its date of execution.

Article 2, Statement of Work, is amended to include **Exhibit A-1, PY'18-19 Statement of Work**.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, Statement of Work** and **Exhibit A-1, PY'18-19 Statement of Work**. **Maximum payment for PY'17-18 shall not exceed \$202,958.52 dollars, and maximum payment for PY'18-19 shall not exceed \$195,712.20 in accordance with Exhibit B, Payment Provisions, and Exhibit B-1 PY'18-19 Payment Provisions**, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-1	PY'18-19 Statement of Work
Exhibit	B-1	PY'18-19 Payment Provisions
Exhibit	C	Annual Certification

Article 16, Termination, is amended to include:

16.3 Termination Due to the Lack of Funds. In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

16.4 Termination for Cause. The SFWIB may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the

Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

- 16.5 Termination for Convenience. The SFWIB, by written notice to the Contractor, may terminate the Contract in whole or in part when the SFWIB determines in its sole discretion that it is in the SFWIB's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

Article 17, Breach of Agreement, is amended to include **Exhibit A-1, PY'18-19 Statement of Work**.

Article 30, Modifications, is renamed to **Article 30, Amendments** and deleted in its entirety and replaced with the following language:

Any alterations, variations, amendments, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

Article 65, Annual Certification, is hereby added as follows:

On an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the original AGREEMENT are current and that the terms and conditions have not changed. The Contractor shall complete **Exhibit C, Annual Certification**, attached hereto and incorporated herein by reference.

Article 66, Copeland Anti-Kickback Act, is hereby added as follows:

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances-Non-Construction Programs, Attachment 5**.

Article 67, Davis-Bacon Act, As Amended (40 U.S.C. 3141-3148), is hereby added as follows:

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

The Contractor shall provide a completed **Assurances-Non-Construction Programs, Attachment 5**.

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURE FOR: **Sky Shine Enterprises, LLC**
PROGRAM ENTITLED: **Janitorial and Maintenance Services**
INDEX CODE: **81719**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801;TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY: Ivonne K. Ramos 05/23/2018
Ivonne K. Ramos Date
President
Sky Shine Enterprises, LLC

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: Rick Beasley 5/29/18
Rick Beasley Date
Executive Director
South Florida Workforce Investment Board