

FIRST AMENDMENT TO AGREEMENT FOR TEMPORARY LABOR SERVICES - SANITATION

THIS FIRST AMENDMENT TO AGREEMENT FOR TEMPORARY LABOR SERVICES - SANITATION ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SUNSHINE ENTERPRISE USA, L.L.C.**, a limited liability company duly organized in and authorized to do business in the state of Florida (EIN# 82-2013540) ("Vendor").

WHEREAS, on March 17, 2020, City and Vendor entered into an Agreement for Temporary Labor Services – Sanitation (the "Original Agreement"), City of Ocala Contract Number: PWD/190907 for a term of three (3) years, from March 17, 2020 to March 16, 2023; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the first of two (2) one-year (1-year) renewal periods available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **MARCH 17, 2023** and terminating **MARCH 16, 2024**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for one (1) additional one-year (1-year) period upon written agreement between the parties.
4. **COMPENSATION.** The highest total compensation payable to Vendor by City shall not exceed **ONE HUNDRED NINE THOUSAND, FIVE HUNDRED TWELVE AND NO/100 DOLLARS (\$109,512)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of services over the course of the entire Renewal Term in accordance with the Contract Documents.:

- A. **Vendor Fee.** In exchange for the labor utilized by City and the services provided by Vendor under this Agreement, Vendor shall be paid a fee equal to the base hourly wage for the laborers provided plus a set mark-up multiplier for each hour of labor utilized by City. Under no circumstances shall there be any additional costs of any kind assessed to or paid by City above the stated local cost per hour, as follows:

Base Wage Per Hour	Mark-Up Multiplier	Total Cost per Hour
\$13.00	0.35 (\$13.00 x .35 = \$17.55)	\$17.55

- (1) **Base Wage.** City has determined, and Vendor agrees, that the base wage for sanitation laborers provided by Vendor shall be **THIRTEEN AND NO/100 DOLLARS PER HOUR (\$13.00/HOUR)** for work performed as set forth in **Exhibit A – Scope of Work** (the "Base Wage"). This base wage applies only to temporary sanitation laborers employed under this Agreement and shall remain firm for the entire Agreement term.

(2) **Mark-Up Multiplier.** Vendor shall be compensated for overhead and other costs incurred by Vendor for the provision of services under this Agreement by way of an additional mark-up multiplier of **THIRTY-FIVE PERCENT (35%)** of the base wage for every hour of labor utilized, or **FIVE AND 50/100 DOLLARS PER HOUR (\$5.55/HOUR)**. The mark-up multiplier is intended to cover all overhead and other costs incurred by Vendor for the provision of services under this Agreement including, but not limited to:

- a) conducting candidate selection process, to include face-to-face candidate behavioral interviews;
- b) completing employment verifications with candidate's last two (2) employers;
- c) completing right-to-work verifications (E-verify);
- d) completing national and local criminal background checks for final selection candidates;
- e) maintaining Worker's Compensation insurance coverage as required by this Agreement;
- f) maintaining Employer's Liability insurance coverage as required by this Agreement;
- g) maintaining Commercial General Liability insurance coverage as required by this Agreement;
- h) maintaining federal and state unemployment insurance as required by this Agreement*; and
- i) maintaining FICA matching funds

* In the event of any future mandated governmental increases to Federal and State Unemployment Insurance, Vendor is required to provide satisfactory evidence of said increase to City pursuant to the Notice provisions set forth herein. At that time, City may, at its sole discretion, opt to either pay the increased costs as a pass-through added fee or terminate the Agreement.

5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Sunshine Enterprise USA, L.L.C. Attn: Sam Faragalla 2759 Meadow Sage Court Oviedo, Florida 32765 PH: 407-308-7989 Email: samf@seu-usa.com
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If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-629-8343 Email: notices@ocalafl.org
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Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

SUNSHINE ENTERPRISE USA, L.L.C.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)