

**RESOLUTION NO. 2016 – 027**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A THIRD MODIFICATION TO THE AGREEMENT WITH CLEANING SYSTEMS, INC. FOR TOWN HALL JANITORIAL SERVICES; APPROVING A MONTH TO MONTH TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE THIRD MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on March 22, 2012, pursuant to Resolution No. 2012-036, the Town Council approved an agreement with Cleaning Systems, Inc. to provide janitorial services for Town Hall; and

**WHEREAS**, the original one (1) year Agreement allows for two (2) – one (1) year extensions; and

**WHEREAS**, when the first term was set to expire, the Town Council, on March 13, 2014, pursuant to Resolution No. 2014-30, approved an additional one (1) year extension through March 31, 2015; and

**WHEREAS**, when the first – one (1) year extension was set to expire, the Town Council, on May 14, 2015, pursuant to Resolution 2015-046, approved a second - one (1) year extension through March 31, 2016; and

**WHEREAS**, in order to avoid interruption of services under the Agreement, the Town and Contractor wish to further extend the term on the agreement for additional thirty (30) day periods of time (hereinafter "Monthly Period" or "Monthly Periods") on a month to month basis, on terms and conditions set forth in the Agreement, until the Town is able to issue a new solicitation for such services; and

**WHEREAS**, the Town Council believes that it is in the best interest of the Town to extend the Agreement with Cleaning Systems, Inc. as the Town's preferred janitorial service provider on a month to month basis;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby approves the Third Modification to the Agreement with Cleaning Systems, Inc., in substantially the same form as that attached hereto as Exhibit "A", to provide janitorial services to Town Hall on a month to month basis until the solicitation for bids for janitorial services are completed.

**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Third Modification to the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**Section 4:** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 24<sup>th</sup> day of March, 2016, on a motion by

Vice Mayor McKay and seconded by C/A Breitkreuz.

Nelson  
McKay  
Breitkreuz  
Fisikelli  
Jablonski

Yes  
Yes  
Yes  
Yes  
Yes

Ayes  
Nays  
Absent  
Abstaining

5  
0  
0  
0

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff  
Keith M. Poliakoff, Town Attorney

113085729.1

**ADDENDUM TO AGREEMENT FOR  
TOWN HALL JANITORIAL SERVICES  
RFP No. 11-010**

THIS ADDENDUM ("Addendum") is made and entered into on this 24<sup>th</sup> day of March 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Cleaning Systems, Inc. (hereinafter referred to as "Contractor").

**Recitals**

**WHEREAS**, the Town advertised a Request for Proposal, RFP No. 11-010 on December 28, 2011 ("RFP") for janitorial services for Town Hall (hereinafter "Project"); and

**WHEREAS**, five (5) Bids were received by the Town on February 2, 2012; and

**WHEREAS**, the Town adopted Resolution No. 2012-036 at a public meeting of the Town Council approving the recommended award and selected Cleaning Systems, Inc. for award of the Project; and

**WHEREAS**, on or about March 22, 2012, the Town and Contractor entered into a contract for the Project in substantially the form set forth as Exhibit A to RFP No. 11-010 ("Agreement"); and

**WHEREAS**, the initial term of the Agreement was for two (2) years; and

**WHEREAS**, the Agreement was extended for two (2) additional one (1) year periods and will presently expire on March 22, 2016 (hereinafter "Termination Date"); and

**WHEREAS**, upon expiration the Agreement, the Town will need to issue a new solicitation for bids for the Project; and

**WHEREAS**, in order to avoid interruption in services under the Agreement while the Town engages in a new solicitation, the Town and Contractor wish to further extend the term of the Agreement for additional thirty (30) day periods of time (hereinafter "Monthly Period" or "Monthly Periods"), on a month to month basis, on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the foregoing premises, the mutual terms and conditions herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as set forth below.

**Agreement**

**Section 1: Scope of Services**

1.1 Contractor shall continue to provide all services set forth in the Agreement, and comply with all terms and conditions of the Agreement and as set forth herein.

**Section 2: Term of the Agreement and Agreement Time**

2.1 The Agreement shall continue in full force and effect from the Termination Date for successive Monthly Periods unless and until either party serves the other with a written notice of termination of the Agreement before the expiration of any such Monthly Period (hereinafter "Termination

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RFP No. 11-010

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Notice"). Upon the service of such Termination Notice, the Agreement will automatically expire at the conclusion of the next Monthly Period. In the absence of service of such Termination Notice by the expiration of any Monthly Period, the Agreement shall be deemed to continue in effect for an additional Monthly Period until such time as a Termination Notice is served. Notwithstanding anything to the contrary herein or in the Agreement, at any time after the Termination Date, Town may, in its sole discretion, terminate the Agreement immediately, without cause and for the convenience of the Town, by providing written notice to Contractor (hereinafter "Immediate Termination Notice") in which case the termination will be effective immediately. Notwithstanding the aforementioned, in no event may this Agreement continue beyond twelve (12) consecutive Monthly Periods.

**Section 3: Compensation & Method of Payment**

- 3.1 Contractor shall continue to be paid in accordance with applicable provisions of the Agreement. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Contractor shall be paid for services rendered in accordance with the Agreement through the effective date of the termination. For example, if a Termination Notice is served, Contractor shall be paid for any services properly rendered through the expiration of the subsequent Monthly Period. If the Town serves an Immediate Termination Notice, Contractor shall be paid for any services properly rendered through the date of service of the Immediate Termination Notice.
- 3.2 Notwithstanding anything to the contrary in the Agreement or herein, Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the term of the Agreement, as extended hereby. In the event the cost of the Work exceeds the amounts defined in the Agreement, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of the Agreement, and with the same formality and of equal dignity associated with the original execution of the Agreement.

**Section 4: Insurance**

- 4.1 Throughout the term of the Agreement, as extended hereby, and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in the Agreement.

**Section 5: Miscellaneous Provisions**

- A. **Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Addendum has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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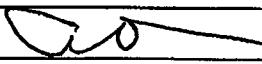
- B. Binding Authority.** Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
- C. Truth-in-Negotiation Certificate.** Signature of this Addendum by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement, as extended hereby, are accurate, complete, and current at the time of contracting.
- D. Defined Terms.** Any capitalized terms which are not defined herein shall have the same meanings as stated in the Agreement.
- E. Effect of this Addendum.** Except as otherwise expressly modified herein, all provisions of the Agreement shall remain in full force and effect during the term of the Agreement, as extended hereby, and for such longer period as may be set forth in the Agreement or as otherwise required by law.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CLEANING SYSTEMS, INC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of March 2016.

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

CLEANING SYSTEMS, INC.:

By:   
\_\_\_\_\_ (title)  
22 day of February 2016

TOWN OF SOUTHWEST RANCHES

By:   
\_\_\_\_\_  
Jeff Nelson, Mayor

24 day of March 2016

By:   
\_\_\_\_\_  
Andrew D. Berns, Town Administrator

24 day of March 2016

ATTEST:

  
\_\_\_\_\_  
Russell Mufiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

  
\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney