



**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
COMPASS GROUP USA INC.**

THIS AMENDMENT ("Sixth Amendment"), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

COMPASS GROUP USA INC., a For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **200 Yorkmont Rd., Tax Dept., Charlotte, NC 28217**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **June 13, 2018**, pursuant to Request for Proposals # ED-17-05, the Parties entered into the Agreement ("Original Agreement") for food service management to provide nutritionally balanced meals to students at the City's Charter Schools and Early Education Centers, for an initial **one (1) year period**, which expired on **June 30, 2019**; and,

WHEREAS, Section 3.2 of the Original Agreement, authorized the renewal thereof at the expiration of the initial term for **four (4) additional one (1) year** terms upon mutual consent, evidenced by written amendments; and,

WHEREAS, on **June 17, 2019**, the Parties executed the First Amendment to the Original Agreement to increase the compensation and to renew the term of the Original Agreement for one (1) year which expired on **July 1, 2020**; and,

WHEREAS, on **July 1, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include the investment package information for certain improvements to CITY's premises, to facilitate the performance of the food service management program; and,

WHEREAS, on **May 20, 2020**, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the compensation and to renew the term for one (1) year which expired on **June 30, 2021**; and,

WHEREAS, on **April 7, 2021**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the compensation and to renew the term for one



(1) year which expired on **June 30, 2022**; and,

WHEREAS, on **April 20, 2022**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to increase the compensation and to renew the term for one (1) year which will naturally expire on **June 30, 2023**; and,

WHEREAS, the Parties desire to provide for additional compensation in response to the financial difficulties associated with, but not limited to the Florida wage mandate, supply chain disruptions, vendor closures, product substitutions, increased transportation cost, and associated inflation which were not accounted for in the Original Agreement, as amended, or by Consumer Price Index ("CPI") increases; and,

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to provide for additional compensation to the CONTRACTOR in the amount of twenty-nine cents (\$0.29) per meal equivalent for meals served as part of this Agreement, effective from August 1, 2022 to June 30, 2023, as set forth in this Sixth Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Sixth Amendment, or any subsequent amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. Section 4.2 and Section 4.3 under **Article 4**, entitled "**Compensation and Method of Payment**" of the Original Agreement, as amended, are hereby revised and amended, to increase the compensation amount paid to CONTRACTOR in accordance with the amounts more particularly described in **Exhibit "B-5"** of ~~this~~the Fifth Amendment, ~~attached hereto and incorporated herein by reference, such units and pricing shall take effect for the Charter School Fiseal Year 2022-2023~~ by an additional twenty-nine cents (\$0.29) per meal equivalent for meals served as part of this Agreement from August 1, 2022 to June 30, 2023, and resulting in a per meal cost increase as set forth below:

<u>Meal and Grade</u>	<u>2022-2023</u> <u>Original Rate</u>	<u>2022-2023</u> <u>Revised Rate</u>	<u>Percentage</u> <u>Increase</u>
Reimbursable Breakfast	1. \$1.7222	1. \$1.8672	1. 8.4195%
Reimbursable Lunch (K-5)	2. \$3.4445	2. \$3.7345	2. 8.4192%
Reimbursable Lunch (6-8)	3. \$3.4445	3. \$3.7345	3. 8.4192%
Reimbursable Lunch (9-12)	4. \$3.4445	4. \$3.7345	4. 8.4192%



SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:



5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment and the Original Agreement, as amended, the terms and provisions of this Sixth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth 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 Sixth Amendment.

SECTION 10. This Sixth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Sixth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:


CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:



Print Name: Jacob Henrich
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

COMPASS GROUP USA INC.

Signed By:  _____

Printed Name: Amy Shaffer

Title: CEO, Chartwells K12