

AMENDMENT NO. 5

TO AGREEMENT BETWEEN BROWARD COUNTY AND MCJ PROFESSIONAL CLEANING CORP. ("VENDOR") (COUNTY AND VENDOR COLLECTIVELY REFERRED TO AS "THE PARTIES") FOR JANITORIAL SERVICES FOR VARIOUS COUNTY FACILITIES (PORT EVERGLADES FACILITIES)

This is an amendment ("Fifth Amendment") to the above-referenced agreement ("Original Agreement") between Broward County ("County") and MCJ Professional Cleaning Corp. ("Vendor") (each a "Party" and collectively referred to as the "Parties"), for Janitorial Services for Various County Facilities (Port Everglades Facilities).

Recitals

A. On December 8, 2015, 2015, County and Vendor entered into the Original Agreement R1214808P15_1 for janitorial services at various County locations.

B. The Parties entered into a first amendment to the Original Agreement ("First Amendment") on March 25, 2019, to bring the Original Agreement into compliance with the County's Living Wage Ordinance, Section 26-100 through 26-105; to modify pricing for Vendor's services; and to renew the Original Agreement for an additional one (1) year term through December 31, 2019.

C. The Parties entered into a second amendment to the Original Agreement ("Second Amendment") on August 19, 2020 to include air quality cleaning and carpet steam cleaning at the following locations: North Regional 911 Dispatch Center, South Regional 911 Dispatch Center and Central Regional 911 Dispatch Center.

D. The Parties entered into a third amendment to the Original Agreement ("Third Amendment") on August 19, 2020 to modify to add services to the Original Agreement for cleaning and electrostatic spray on an as needed basis.

E. The Parties entered into a fourth amendment to the Original Agreement ("Fourth Amendment") on February 2, 2021 to bring the Original Agreement into compliance with the County's Living Wage Ordinance, Section 26-100 through 26-105 (the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Original Agreement shall collectively be referred to as the "Agreement").

F. The Parties wish to extend the term of the Agreement from the Agreement expiration of March 31, 2021, for an initial period of six (6) months and with an additional six (6) months on a month-to-month basis, for a total period not to exceed twelve (12) months.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Vendor agree as follows:

Addendum Form #3 06/01/2011

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1. The Recitals stated above are true and correct and incorporated herein.

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2. The Agreement will be extended for an initial period of six (6) months with an additional six (6) months on a month-to-month basis, for a total period not to exceed twelve (12) months.

3. The Parties agreed to a contract threshold increase up to \$307,859.32 to cover services for the extension period.

4. The Fifth Amendment will take effect on March 13, 2021, and may be fully executed in multiple copies by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

5. Except in the extent modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Fifth Amendment the terms and conditions set forth in the Agreement, this Fifth Amendment controls.

(Remainder of Page Intentionally Left Blank)

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Fifth Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _ 20__, and Vendor, signing by and through its _____President duly authorized to execute same.

COUNTY

ATTEST:

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BROWARD COUNTY, by and through its Board of County Commissioners

Contract Administrator, Facilities Management Division

Digitally signed by SCOTT BySCOTT CAMPBELL CAMPBELL 2021.02.16 11:22:30 -05'00' Scott Campbell (Date)

Director, Facilities Management Division

By

Mayor

day of 2021

Approved as to form by Andrew J. Meyers **Broward County Attorney** Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600

Digitally signed by Matthew Matthew Haber Haber Date: 2021.02.16 15:42:33 -05'00' By:_ Matthew Haber (Date) Assistant County Attorney

Michael J. Kerr Digitally signed by Michael J. Kerr Date: 2021.02.16 17:07:08-05'00'

By: Michael J. Kerr (Date) **Deputy County Attorney**

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> 3 By President,

WITNESSES

MCJ Professional Cleaning Corp.

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MARIA DAS DORES TOLEDO CAPUALIO Name of Witness

Signature of Witness

JOSENILOO RIBEIRO

Name of Witness

Esonillo Pilarno Signature of Witness

Date 2/12/2021

PRESIDE

area

Print Name and Title