



**FIFTH AMENDMENT TO  
CONTRACTUAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES  
AND SAFEGUARD SERVICES, INC.**

**THIS AMENDMENT ("Fifth Amendment")**, dated this \_\_\_\_ day of \_\_\_\_\_, **2022**, 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

**SAFEGUARD SERVICES, INC.**, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **13975 Pembroke Road, Pembroke Pines, FL 33027**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **July 20<sup>th</sup>, 2017**, the Parties entered into the Contractual Services Agreement ("Original Agreement") for the provision of janitorial services at CITY's Charter Schools and Early Development Centers ("EDC") for an initial **three (3) year period**, which expired on **June 30<sup>th</sup>, 2020**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **two (2) additional three (3) year** terms pursuant to written amendments to the Original Agreement, as amended extending the term thereof; and,

**WHEREAS**, on **December 19<sup>th</sup>, 2017**, the Parties executed the First Amendment to the Original Agreement to amend Section 4.2 to include a contingency fee equal to twenty-four thousand five hundred dollars (\$24,500.00) and to supplement the terms contained therein; and,

**WHEREAS**, on **August 7<sup>th</sup>, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to waive the Payment and Performance Bond requirements; and,

**WHEREAS**, on **December 4<sup>th</sup>, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement, as amended, for an additional three (3) year period, which expires on **June 30<sup>th</sup>, 2023**; and,



**WHEREAS**, on **August 4<sup>th</sup>, 2021**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to revise and amend the Scope of Services and Compensation; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to increase the annual compensation effective **August 4<sup>th</sup>, 2022**, as set forth in this Fifth Amendment.

### **W I T N E S S E T H**

**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 Fifth Amendment, or any subsequent amendment, which is in ~~striketrough~~ type shall be deletions from the terms of the Original Agreement, as amended and language in underlined type shall be additions to the terms of the Original Agreement, as amended.

**SECTION 3.** Section 4.2 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

“4.2 Based on an **ANNUAL AMOUNT NOT TO EXCEED** equal to ~~ONE MILLION, FOUR HUNDRED FORTY THOUSAND, FIVE HUNDRED NINETY FOUR DOLLARS AND 00/100 CENTS (\$1,440,594.00)~~ ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND FORTY-TWO DOLLARS AND 46/100 CENTS (\$1,568,042.46), which includes an owner’s contingency fee of **TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$24,500.00)** payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.”

**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 Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fifth 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 by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, 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 Fifth Amendment. The exhibits, if not physically attached, should be treated as part of this Fifth Amendment and are incorporated herein by reference.

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

**SECTION 10.** This Fifth 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 Fifth 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.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

**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:

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

SAFEGUARD SERVICES, INC.

Signed By: \_\_\_\_\_

Print Name: Kevin Connor

Title: CEO