

AMENDMENT NUMBER ~~TWO~~ THREE
 TO
 SUBORDINATE CONTRACT MA-060-22011603
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 US METRO GROUP INC

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-22011603 (hereinafter "AMENDMENT NUMBER ~~TWO~~ THREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and US Metro Group Inc, (hereinafter referred to as "CONTRACTOR") with a place of business at 6803 International Ave, Cypress, CA 90630 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County of Orange, acting through the County Procurement Office, and Contractor executed a Regional Cooperative Agreement RCA-017-22010002 on August 25, 2021 for Janitorial Services (hereinafter referred to as "RCA"), now in effect from September 1, 2021 through and including August 31, 2026; and

WHEREAS, COUNTY and CONTRACTOR executed a Subordinate Contract for Janitorial Services on May 24, 2022, as Subordinate Contract Number MA-060-22011603 (hereinafter "ORIGINAL SUBORDINATE CONTRACT"), for a one-year term of May 24, 2022 through and including August 31, 2026, in an amount not to exceed \$30,000;

WHEREAS, COUNTY and CONTRACTOR amended Attachment B – Scope of Work, of the ORIGINAL SUBORDINATE CONTRACT on August 8, 2023 and added additional services, a new service location and increased the contract by \$1,804,657 for a new not to exceed amount of \$1,834,657 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ amended Section 2. Term of Subordinate Contract of the ORIGINAL SUBORDINATE CONTRACT on December 1, 2023, to continue through and including August 31, 2024 and ~~to~~ amended Section 4. Compensation & Payment, ~~to~~ and modified the not to exceed amount to \$200,000 (hereinafter "AMENDMENT NUMBER TWO") ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL SUBORDINATE CONTRACT;~~

WHEREAS, COUNTY desires to amend Section 2. Term of Subordinate Contract to continue through and including August 31, 2026 and amend Section 4. Compensation & Payment, to increase the not to exceed amount by \$900,000 for a new amount not to exceed \$1,100,000, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL SUBORDINATE CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Agreement, Section 2. Term of Subordinate Contract, of the ORIGINAL SUBORDINATE CONTRACT is amended to read in its entirety as follows:

2. Term of Subordinate Contract: This Subordinate Contract shall commence upon execution of all necessary signatures and continue through and including August 31, ~~2024~~ 2026, unless otherwise terminated by the County pursuant to the termination provision of the RCA or renewed by a duly executed written amendment between the Parties according to the RCA.

4. Compensation & Payment:

Contractor agrees to provide the Services in accordance with the terms and conditions of the RCA-017-22010002, including its attachments, and at the fixed rates set forth in Attachment B – Compensation and Pricing of the RCA. The total cost of this Subordinate Contract shall not exceed \$~~200~~,1,100,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

- Signature Page follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ~~TWO~~ **THREE** to Contract number MA-060-22011603.

*Contractor: US Metro Group, Inc.

By: _____ Title: _____
Print Name: _____ Date: _____

*Contractor: US Metro Group, Inc.

By: _____ Title: _____
Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____