

**THIRD AMENDMENT TO CUSTODIAL SERVICES AGREEMENT  
(City Owned Buildings - GROUP A)**

THIS THIRD AMENDMENT to the Custodial Services Agreement for City Owned Buildings (“Amendment”) is made as of \_\_\_\_\_, by and between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation (“CITY”) and **Kleen-Tech Services, LLC**, a Florida Corporation (“CONTRACTOR”).

**WHEREAS**, on December 15, 2021 the CITY and CONTRACTOR entered into a Custodial Services Agreement for CONTRACTOR to provide Custodial Services for City Owned Buildings (Group A) effective January 1, 2022, the First Amendment to which was entered into by the parties on April 6, 2022, to amend the services and fees for Location #2 and Location #8 and the Second Amendment to which was entered into by the parties on April 1, 2022, to remove Location #19 (collectively the “Agreement”);

**WHEREAS**, the term of the Agreement was for three (3) years with two (2) additional single year renewal options; and

**WHEREAS**, the CONTRACTOR submitted a new rate schedule for the pricing to be provided under this third amendment, which rates are attached hereto as **Exhibit “A”** and incorporated herein; and

**WHEREAS**, the CITY has reviewed the new unit prices proposed by CONTRACTOR and, based on the CITY’s review of similar services from other vendors and pricing in the current marketplace, the CITY finds such unit prices to be fair and reasonable and acceptable to the CITY; and,

**WHEREAS**, the CITY and the CONTRACTOR wish to amend the Agreement to extend the terms of the Agreement for an additional one (1) year with new pricing and all other terms and conditions remaining the same; and

**WHEREAS**, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Contract.** The parties agree that the term of the Agreement is hereby effective as of January 1, 2025 and extended to December 31, 2025.
3. **Rates.** The parties agree that Exhibit “A” attached to the Agreement is hereby replaced in its entirety with Exhibit “A” attached to this Amendment.

4. **Scrutinized Companies.** In addition to the certification provided in paragraph 36 of the Agreement, the CONTRACTOR also certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and acknowledges the CITY may immediately terminate the Agreement for false certification or if CONTRACTOR or any of its subcontractors are placed on this list during the term of the Agreement.

5. Paragraph 38 of the Agreement is hereby deleted in its entirety and replaced with the following.

**38. E-Verify.** Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

D. Comply fully, and ensure all subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;

E. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,

F. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

6. **Compliance with Section 787.06, Florida Statutes (2024).** By signing this Amendment before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

7. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as amended) set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

8. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to the Custodial Services Agreement for (City Owned Buildings - Group A).

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**CONTRACTOR: Kleen-Tech Services LLC**

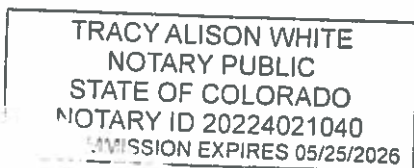
[Corporate Seal]

By: \_\_\_\_\_  
Print Name: ANTHONY MAGUIA  
Title: Vice President

STATE OF Colorado  
COUNTY OF Adams

The Foregoing Affidavit of Contractor regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of physical presence or online notarization on this 7th day of January 2025, by Kleen-Tech Services LLC, as the VP [title] of Kleen-Tech Services, A LLC, which is authorized to do business in the State of Florida, who is personally known to me or who has produced personally known as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Kleen-Tech Services LLC to the same.

Tracy White  
Notary Public Signature  
Notary Seal:



**EXHIBIT "A"**

**(2025 Rate Schedule)**

<b>Location</b>	<b>2025 Price</b>
City Hall	\$1,597.00
City Hall Annex†	\$283.00
Public Safety Complex	\$3,947.00
Osborne Center	\$797.00
Public Services Sanitation & Street Divisions	\$488.00
Utilities Complex	\$2,099.00
Golf Course Pro Shop, Clubhouse, & Comfort Stations	\$1,032.00
Public Library	\$1,121.00
<b>Total</b>	<b>\$11,364.00</b>