

SECOND AMENDMENT TO
W&A CLEANING SERVICES LLC
AGREEMENT & CONTRACT

THIS SECOND AMENDMENT TO W&A CLEANING SERVICES LLC AGREEMENT & CONTRACT ("Second Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and **W&A CLEANING SERVICES, LLC**, a Florida limited liability company, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, CITY and CONTRACTOR entered into that certain W&A Cleaning Services LLC Agreement & Contract, hereinafter referred to as "Contract," dated April 21, 2015; and

WHEREAS, CITY and CONTRACTOR entered into that certain First Amendment to W&A Cleaning Services LLC Agreement & Contract, hereinafter referred to as "First Amendment," dated May 18, 2021; and

WHEREAS, CITY and CONTRACTOR wish to extend the Contract for an additional one (1) year period beginning May 18, 2022 and ending May 17, 2023, and provide for a one (1) year option, revise the compensation terms and provide for services at possibly an additional location

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

1. Paragraph 3 of the Contract is amended to read as follows:

City shall pay Contractor \$10,250.00 per month, for the months of October through February, in bi-weekly payments of \$5,125.00, and \$14,170.00 per month, for the months of March through September, in bi-weekly payments of \$7,085.00, for services to be performed 7 days a week with the City providing all cleaning supplies (including paper products and cleaning chemicals). Emergency cleaning or Special Events cleaning will be charged on an hourly

rate of \$35.00 per hour. The Contracts purpose is to ensure that all City buildings, City restrooms and all other City facilities are cleaned perfectly for the next workday. Work that is not completed during the day is the sole responsibility of the Contractor despite the number of hours it may take to get all the work done to be ready for the following day.

2. Paragraph 5 of the Contract is amended to read as follows:

Contractor shall begin performing services on May 18, 2022. Contract will be in effect for until May 17, 2023. The City has the option to renew the Contract for one (1) additional one (1) year term.

3. Paragraph 10 shall be added to the Contract and it shall read as follows:

10. In the event CITY takes over the maintenance responsibilities of the Pinellas County park located at 14400 Gulf Blvd., effective July 1, 2022, CONTRACTOR shall perform the same tasks/services in the County Park building as those listed in paragraph 4 above and shall be paid an additional fee of \$980.00 per month, for the months of October through February, resulting in an additional bi-weekly payment of \$490.00, and an additional fee of \$1,932.00 per month, for the months of March through September, resulting in an additional bi-weekly payment of \$966.00.

4. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract, as amended, are hereby ratified and confirmed by CITY and CONTRACTOR, and each, by the execution of this Second Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this Second Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation


By: 
Robin Gomez, City Manager

ATTEST:


Clara VanBlargan, City Clerk

Dated: 7-14-2022

W&A CLEANING SERVICES LLC
a Florida limited liability company

By: 
Wanda Nieves, President

Dated: 