

**CITY OF OCEANSIDE
AMENDMENT 3 TO
JANITORIAL SERVICES AGREEMENT**

PROJECT: JANITORIAL SERVICES

THIS AMENDMENT 3 TO JANITORIAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____, 20____ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and NMS Management, Inc., hereinafter designated as "CONTRACTOR."

RECITALS

WHEREAS, City and CONTRACTOR are the parties to that certain Professional Services Agreement dated December 18, 2024, Amendment 1, dated March, 12, 2025, Amendment 2, dated November 18, 2025 hereinafter referred to as the "Agreement", wherein CONTRACTOR agreed to provide certain services to the City as set forth therein;

WHEREAS, the Agreement provided for the CONTRACTOR to provide Janitorial Services.

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the Section 1, Scope of Work, and Section 8, Compensation.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, **SCOPE OF WORK**, is hereby amended to add the following: "Provide Floor Care Services for the Libby Lake Resource Center, and Day Porter Services at the Civic Center Library on Saturdays as described in more detail in Exhibit A, (proposals dated October 7, 2025 and November 14, 2025 respectively), attached hereto."

2. Section 8, **COMPENSATION**, is hereby amended to add the following:

CONTRACTOR's compensation for additional work described in Amendment 3 shall not exceed \$17,213.32 through December 31, 2026. Total compensation under this Agreement, including this Amendment 3 is \$1,011,484.92 (original contract amount of \$952,722.20 + \$21,558.24 + \$19,991.16 + 17,213.32).

JANITORIAL SERVICES

The contract renewal for January 1, 2027 – December 31, 2027 shall have an estimated \$10,000.00 annual contingency available for use if needed. The contract renewal for January 1, 2028 – December 31, 2028 shall have an estimated \$10,000.00 annual contingency available for use if needed.

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

NMS MANAGEMENT, INC.

By: 
David M. Guaderrama, Director
Date: 12/12/25

CITY OF OCEANSIDE

By: 
Jonathan Borrego, City Manager
Date: _____

By: 
David S. Guaderrama, President
Date: 12/12/25

APPROVED AS TO FORM:

33-0736244
Employer ID No.


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California San Diego
County of

On December 12, 2025 before me, Fernando Emmanuel Gonzalez, Notary Public
(insert name and title of the officer)

personally appeared David M Guaderrama & David S Guaderrama
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/~~they executed the same in
~~his/her/~~their authorized capacity(ies), and that by ~~his/her/~~their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

