

Yachats Commons Janitorial Support  
Service Contract

It is agreed by and between the following parties:

Leon Sterner (hereafter, "the Contractor")

The City of Yachats (hereafter, "the City")  
An Oregon municipal corporation  
P.O. Box 345  
Yachats, OR 97498  
Telephone (541) 547-3565

**Services:** Leon Sterner will provide Janitorial Support services for the City owned facility known as the Yachats Commons (hereafter, "the Commons") including but not limited to the listing attached, marked "Exhibit A"

**Janitorial Equipment:** The City is responsible for furnishing and maintaining the basic equipment required in the performance of this contract, i.e. vacuum, broom and mops; and, for the rental of special equipment as needed to wax floors or clean carpets.

**Supplies:** All paper products, plastic liners, hand soap, and chemicals used in the performance of this contract are to be provided by the City.

**Worker Compensation:** If the Contractor hires employees to be used in the performance of this agreement, the Contractor shall be solely responsible for complying with all Oregon's Workers' Compensation Law requirements, and shall indemnify the City against and hold the City harmless from any liability for noncompliance. the Contractor shall provide a certificate or other proof of coverage satisfactory to the City.

**Insurance:** the Contractor shall maintain a commercial general liability insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence, with aggregate of \$1,000,000.00 for bodily injury, personal injury or property damage. At no time shall the Contractor allow such insurance coverage to be less coverage than the limits of liability under the Oregon Tort Claims Laws, ORS 3.0260-30.300, particularly ORS 30.275, as such laws now or may hereafter require. The policy shall contain a contractual agreement. The policy shall also contain an endorsement naming the City as an additional insured, in form satisfactory to the City. The policy shall be maintained in full force and effect during the full term of this agreement. The City shall terminate this agreement immediately at any time the Contractor fails to comply with this provision. the Contractor shall provide a current certificate of insurance satisfactory to the City.

**Subcontractor:** With permission from the City, the Contractor may delegate all or any part of its obligations hereunder to one or more subcontractors or employees, provided that the Contractor shall have full responsibility for all activities performed by said

subcontractors or employees as defined in this agreement. No such delegation shall impair the Contractor satisfactory performance of this contract.

**The Contract Price:** The City agrees to pay the Contractor for the full performance of its obligations under this agreement the contract price of \$11,000. The contract price shall be paid in monthly installments of \$916.66 each.

**Independent Contractor:** the Contractor is an independent contractor. The City shall specify the nature of the services to be rendered and the results to be achieved; however, the Contractor shall control the manner in which the services are performed and the results are achieved. the Contractor is not to be deemed an employee or agent of the City except as expressly authorized by the City in writing. the Contractor shall be solely responsible for payment of all the income taxes, self-employment taxes, liability insurance, worker's compensation insurance and employee wages and benefits.

**Indemnification:** The City shall not be liable to the Contractor for any injury to person or property sustained by the Contractor, including its employees and agents, in performance of this agreement, except to the extent that such injury is caused solely by the negligent acts of the City. the Contractor shall be liable for any injury to person and property it may cause to the City or to any third party, and shall indemnify the City against and hold the City harmless from any claims, damages, losses and expenses, including attorney fees, arising from its performance of, or failure to perform, this agreement. The extent of the City's obligation under the Oregon Constitution and ORS 30.260 through 30.300

**Mediation:** Any controversy arising from the performance by the Contractor pursuant to this agreement or any question regarding interpretation of any term of or condition set forth in this agreement shall be attempted to be resolved by mediation before either party in any court of competent jurisdiction takes any legal action. A mediation panel shall be formed for each matter to be considered, consisting of one representative appointed by the City, one person to be appointed by the Contractor and a third neutral person to be agreed upon by the two appointed persons. The panel shall meet, hear the matter and recommend a resolution of the matter. The non-binding recommendation shall be submitted in writing to the parties for their consideration and possible agreement. Any costs of mediation shall be born by the parties as incurred.

**Attorney Fees:** In any action or proceeding before a court of competent jurisdiction regarding this Agreement, including any appeal taken therefrom, the prevailing party shall be awarded its costs including reasonable attorney fees.

**Applicable Law:** Each party shall comply with all applicable laws in the performance of this agreement. This agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon.

**Term:** The term of this agreement is for the fiscal year beginning on July 1, 2010, and ending June 30, 2011. Either party may terminate this agreement with 30 days notice only

for cause during the term. "Cause" shall include, but not limited to, a loss or reduction in revenues to fund this service.

Authorized agents: The agents authorized to act for the respective parties on all matters relating to this contract are as follows:

The City's Agent: The Yachats City Recorder

Leon Sterner, the Contractor

IN WITNESS WHEREOF, the parties execute this agreement on the dates set forth below:

The City of Yachats

Dated: 7/16/10

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

Dated 7/13/10

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## **General Cleaning Procedures**

“Exhibit A”

The City employs a “regular” janitor that is usually scheduled to work on Monday and Friday mornings. The regular janitor is responsible for vacuuming floors, emptying the trash in each room and cleaning sinks and mirrors in the restrooms. The regular janitor also fills the dispensers in the restrooms. The Contractor will monitor the regular janitor and check to see that this is done and will be responsible for refilling the dispensers, vacuuming the floors and emptying the trash as needed between events and the regular janitor’s scheduled days.

Renters/users of the Commons are responsible for cleaning after their scheduled event. The Contractor will monitor this to ensure that the space is ready for the next renter/user. If extensive work is required to ready the room for the next renter/user the Contractor shall track the expense so the City can bill the responsible party.

### *Restrooms*

- Ensure that all dispensers are full with the appropriate product.
- Ensure that the areas in corners, behind the toilets, around stall legs, and any other area that is hard to mop is clean.
- Clean toilets and urinals.
- Clean marks on walls, especially around urinals, sinks, and switches.
- Wipe down tops of stall dividers, paper towel dispensers, heaters, etc.
- Check light fixtures for dead bugs and remove as needed
- Wipe down plumbing pipes under sink and behind toilets.
- Mop floors.

### *Meeting Rooms, Kitchen and Hallways*

- Clean, polish and disinfect sinks, counter tops and tabletops. etc. as needed.
- Wipe down corners for cobwebs.
- Dust, including windowsills, the tops of electrical, stair railing, alarm horns and other surfaces.
- Check all walls, cabinets, etc. for smudges or dirt and clean as needed.
- Wash down faces of all appliances, heaters, etc.
- Remove all tape residue.
- Clean tops and faces of counters and cupboards.
- "Broom" or detail vacuum wall edges the vacuum does not get.
- Clean interior glass, especially the glass around the main entrance.
- Dust blinds regularly and clean as needed, usually once or twice a year.
- Clean stairways, remove all visible debris on steps.
- Clean and disinfect drinking fountains.
- Mop floors.
- Shampoo carpets and wax floors as needed.
- Wipe down sink, counter top and tables in the Civic Meeting Room with disinfectant weekly.
- Sweep debris from front and rear entrance weekly.

### *Misc. Activities*

- Change light bulbs as needed.
- *Minor* maintenance items such as, but not limited to, replacing parts in toilet tanks, patching holes and touch-up painting as necessary.
- Report any necessary repairs or major maintenance items to the City.