

Municipal Center JANITORIAL CONTRATOR AGREEMENT

THIS JANITORIAL CONTRACTOR AGREEMENT (“Agreement”) is entered into effective as of the 1st day of January, 2020 (the “Effective Date”) by and between the City of McPherson (the “City”) and Felipe and Josefina Gloria d/b/a The Gloria’s Cleaning Company (the “Contractor”).

WHEREAS, the City desires to engage the Contractor, and the Contractor desires to be engaged by the City, to perform services for the City, at the Municipal Center, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Engagement**. The City hereby engages the Contractor, and the Contractor hereby accepts such engagement, on the terms and conditions set forth herein.
2. **Term**. Subject to earlier termination as provided herein, the term of this Agreement shall commence on the Effective Date and shall continue until December 31st, 2020, provided, that, on or before December 1st, the City may, at its sole option, continue the term of the Agreement until December 31st, 2021.
3. **Scope of Work**. The Contractor will be engaged to provide services in accordance with the scope of work set forth on **Exhibit A** hereto, which scope may be expanded or contracted by the City from time to time during the term of this Agreement.
4. **Fees and Expenses**. In consideration of the Contractor’s agreement to perform the services hereunder, the City shall provide the Contractor with the following:
 - a. **Fees**. The City will pay the Contractor a fee equal to \$1,640.00 per month for the service the Contractor spends performing services for the City in accordance with this Agreement. Additionally, there may be other extended cleaning services needed from time to time for used or unused portions of the building which the City may desire be completed. Those additional services will be provided at separate cost which is agreed to by both the City and the Contractor.
 - b. **No Other Compensation**. The consideration recited in this Section 4 is the sole consideration payable to the Contractor pursuant to this Agreement, and the Contractor shall not be entitled to any compensation or benefits that the City or any affiliate of the City offers to its employees, including, but not limited to, vacation pay; paid time off; tax withholdings; social security taxes; health care, dental care, life, accident, or disability insurance (or insurance-type arrangements); or retirement or pension benefits.
 - c. **Withholdings**. The City may withhold from any amounts paid or payable to the Contractor hereunder any of the following: (i) any amounts required by law to be withheld, (ii) any amounts owed by the Contractor to the City or any affiliate of the City, and (iii) any other amounts authorized by the Contractor to be withheld.
5. **Insurance Requirement**. The contractor will provide proof of insurance of the types and amounts listed in **Exhibit B** when entering into the contract and then continuous proof during the term of the agreement.
6. **Confidentiality and Noncompetition**. The Contractor acknowledges that during the course of the Contractor’s engagement with the City, the Contractor will obtain knowledge of valuable confidential and proprietary information of the City that is (i) not generally known to the public and considered and treated by the City as proprietary and confidential; (ii) protectable as a trade secret under applicable law; and/or (iii) information of a third party that the City is under an obligation to keep confidential or otherwise desires to keep confidential (collectively “Confidential Information”). The Contractor agrees that the Contractor shall (i) not at any time (both during and after the Contractor’s engagement hereunder) disclose or reveal to any person or

entity any of the Confidential Information, except, and only to the extent, as may be expressly authorized by the City in writing or required by judicial order or applicable law; (ii) not at any time (both during and after the Contractor's engagement hereunder) use, employ, or appropriate the Confidential Information for any purpose other than as directed by the City or for the exclusive benefit of City; (iii) take all reasonable precautions to keep the Confidential Information safe and secure, including, without limitation, compliance with the City's policies concerning the same; and (iv) immediately deliver to the City at the City's request, without copying or retaining any copies thereof, all copies, embodiments, and abstracts of the Confidential Information in the Contractor's possession or control.

7. Termination. This Agreement may be terminated by the City at any time, upon 30 days notice to the Contractor; provided, however, that this Agreement may be terminated by the City at any time without prior notice for cause, which shall be determined by the City and shall include, but shall not be limited to, (i) failure by the Contractor to satisfy any performance standards established by the City, (ii) the Contractor making any misrepresentation or false statement or report to the City or omitting to provide any material information to the City or failing to correct any prior statement, representation, or report that the Contractor or the City determines to be incorrect, or (iii) the Contractor breaching any provision of, or obligation under, this Agreement. This Agreement may be terminated by the Contractor at any time, upon 60 days written notice to the City, which notice may be waived in whole or in part by the City. Upon termination of this Agreement (whether pursuant to this Section or upon expiration of the term set forth in Section, the City's sole obligation to the Contractor shall be to pay the Contractor for services performed through the date of termination.

8. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the City and the City's elected officials, officers, employees, and agents from and against any and all loss, liability, damage, or expense, including attorneys' fees and investment losses (collectively "Costs"), incurred by the City in connection with (i) any claims by a third party arising out of or related to any breach by the Contractor of this Agreement, or (ii) any action by the City to enforce the terms of this Agreement and/or recover damages hereunder.

9. Remedies. The Contractor agrees that the City shall be entitled to injunctive or other equitable relief enjoining and restraining any actual or threatened breaches of the provisions of this Agreement. Nothing herein, however, shall be construed as prohibiting the City from pursuing any other remedies available to the City for such breach or threatened breach, including, but not limited to, the recovery of damages (including actual, incidental, consequential, and punitive damages) from the Contractor.

10. Nature of Relationship. The relationship between the parties is strictly that of principal and independent contractor. Neither party is the employee, partner, joint venture, or representative of the other party. Neither party has the authority to make any representations or warranties or incur any obligations or liabilities on behalf of the other party. Without limitation of the forgoing, the Contractor acknowledges and agrees that the Contractor is not entitled to any employment status, benefits, or rights.

11. Notice. Any notices permitted or required to be given hereunder shall be deemed given (i) when delivered (including, but not limited to, delivery by personal delivery, electronic mail, or facsimile transmission), or (ii) if sooner, two business days after such notice is placed in the United States mail, with adequate first class postage thereon prepaid, addressed to the last communicated address of the party to whom notice is given.

12. Amendment. This Agreement may be amended only by mutual written agreement of the parties.

13. Binding Effect. The terms and conditions of this Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors or assigns.

14. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

15. Governing Law and Venue. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Kansas (without regard to the principles of conflicts of law). Any legal action arising under or in connection with this Agreement shall be maintained exclusively in the state or federal courts with closest geographical proximity to McPherson, Kansas.

16. Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

17. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity of this Agreement or the other provisions of this Agreement, and this Agreement shall be construed as if such provision had not been included herein.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY:

City of McPherson

By: _____
Name: Thomas A. Brown
Title: Mayor

Date: _____

CONTRACTOR:

THE GLORIA'S CLEANING COMPANY

Signature: Felipe Gloria
Printed Name: Felipe Gloria FELIPE GLORIA

Date: Dic 05. 2019.

Signature: Josefina Gloria
Printed Name: Josefina Gloria

Date: Dic - 05. 2019.

EXHIBIT A

SCOPE OF WORK

MUNICIPAL CENTER BUILDING CLEANING

DAILY

1. Dump trash cans and computer bins
2. Vacuum the 3 main hallways and the break room (chairs and plants should be moved for vacuuming)
3. Spot vacuum where needed
4. Clean & disinfect drinking fountains
5. Clean & disinfect public counter tops (be sure to include the one in Public Works)
6. Clean counters in BPU Board Room
7. Check Conference rooms A and B, Clean if needed
8. Restrooms
 - a. Clean & disinfect all sinks and countertops
 - b. Clean & disinfect all toilets and urinals (inside & out)
 - c. Dust mop floors
 - d. Wet mop floors
 - e. Clean mirrors
 - f. Restock all toilet paper, soap, urinal blocks, and paper towels
 - g. Dump trash and put new liners in
 - h. Check all brown bags in Ladies room
 - i. Clean & disinfect partitions
9. Break Room
 - a. Rinse out coffeepots and dump coffee grounds
 - b. Wipe off stove, fridge, microwave and dishwasher
 - c. Put any dishes in dishwasher, if full load, run it. Put any clean dishes away. Run dishwasher at least once a week over the weekend
 - d. Vacuum
 - e. Clean & disinfect counters & tables
 - f. Empty trash and put new liners in
 - g. Empty pop cans when needed
 - h. Restock napkins, coffee cups, sugar, cream, etc.
 - i. Clean & disinfect sink
 - j. Restock paper towels under sink, and soap in dispenser.
10. Entry Ways
 - a. Sweep entry ways
 - b. Mop when needed (at least once a week)
 - c. Vacuum mats
 - d. Clean entry way glass inside and outside weather permitting
 - e. Empty ash trays
11. Make sure all lights are off, except the tall middle lights in the main hallway
12. Make sure all doors are locked.

MUNICIPAL CENTER BUILDING CLEANING

WEEKLY

Each week the following should be done in occupied sections of the building and all hallways with the addition of items listed for specific areas:

1. Dust computer monitors
2. Dust and clean any open area of desks
3. Dust and clean shelves
4. Dust and clean window sills
5. Dust and clean backs and legs of chairs
6. Dust ceiling fans
7. Dust walls
8. Clean and disinfect light switches
9. Dust baseboards
10. Dust cabinets and dividers including top
11. Dust pictures & maps on walls (not personal pictures on desks)
12. Vacuum chair seats and backs
13. Vacuum include under all chairs and desks (including under file drawers)
14. Clean and disinfect telephones
15. Clean all glass

Those sections included in weekly cleaning duties are as follows:

- East Conference Room
 - a. East Conference Room: wipe down all tables, Clean & disinfect counter
- the middle area customer service, mail room, City Clerk's Office, and Conference Rooms A & B
 - a. Clean and disinfect tables and counter tops
 - b. Clean mail bins and table tops
- Public Works, Zoning, and Inspection offices, the City Commission Room, City Intern's office, City Administrator's office, Finance Assistant's office, City Commissioner's and Mayor's offices, and the Break Room

**MUNICIPAL CENTER BUILDING CLEANING
MONTHLY**

1. Vault should be cleaned, swept & mopped (will need to come in early on that day as vault will be locked after hours)
2. Valances & Blinds vacuumed
3. Cigarette butt containers cleaned and disinfected
4. Clean & disinfect inside of fridge and microwave
5. Perform the following functions on a monthly basis in the unoccupied sections/offices of the building (offices adjacent to the City Commission Room):
 - a. Dust and clean any open area of desks
 - b. Dust and clean shelves
 - c. Dust and clean window sills
 - d. Dust and clean backs and legs of chairs
 - e. Dust ceiling fans
 - f. Dust walls
 - g. Clean and disinfect light switches
 - h. Dust baseboards
 - i. Dust cabinets and dividers including top
 - j. Dust pictures & maps on walls (not personal pictures on desks)
 - k. Vacuum chair seats and backs
 - l. Vacuum include under all chairs and desks (including under file drawers)
 - m. Clean and disinfect telephones

SEMI-ANNUALLY

1. Clean Plants
2. Clean Base boards
3. Spring & Fall clean all glass on outside of building
4. Deep clean carpets (In all occupied spaces including all hallways)

AS NEEDED

1. Spot clean carpets
2. Deep clean carpet
3. put in new trash liners (if wet, ripped or dirty)
4. Order supplies (order sheet supplied.) Put supplies away. Suggest any changes to supplies needed.
5. Wash cleaning rags, dust mops, and duster
6. Clean any marks on walls.