

RESOLUTION NO. 20-06

A RESOLUTION APPROVING AN AGREEMENT FOR CLEANING SERVICES FOR CITY HALL; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by Resolution; and,

WHEREAS, the City Council finds that offices and facilities within the South Ogden city hall, and other city physical facilities, are in need of regular cleaning and maintenance services; and,

WHEREAS, the City Council finds that to ensure the effective operation and utilization of these facilities and ongoing agreement with a qualified service provider should be in place; and,

WHEREAS, the City Council finds that the deemed necessary and required solicitation of qualified service providers has been completed; and,

WHEREAS, the City Council finds that Recommended Cleaning has been selected to provide various aspects of the services required; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a service agreements with Recommended Cleaning.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves The Execution Of An Agreement For The Provision Of City Hall Cleaning Services With Recommended Cleaning And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Agreements (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 3 - PRIOR RESOLUTIONS:

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 21st day of April, 2020, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 21st day of April, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 20-06

A Resolution Approving An Agreement For Cleaning Services For City Hall; Authorizing The City Manager To Sign Any And All Necessary Documents; And, Providing For An Effective Date

21 Apr 20

AGREEMENT

The undersigned, **SOUTH OGDEN CITY** ("City") hereby accepts the proposal of

Recommended Building Maintenance of Utah to supply Janitorial Services, as outlined in the attached SERVICES OVERVIEW, which document in all its particulars is made a part of this Agreement and by this reference incorporated herein as if fully set out herein, for City's premises located at:

South Ogden City

City Hall/Public Safety Building
3950 S. Adams Ave.

South Ogden, Utah 84403

With the following terms:

1. Beginning on the __ (1st day of May 2020) , Recommended Building Maintenance will provide services two (2) times per week at a monthly cost of \$1,299.50 per month. As a material part of this Agreement, Recommended Building Maintenance understands and agrees that, unless otherwise directed by City's agent, Jon Andersen, "two (2) per week" shall be construed to mean that cleaning services will be completed so South Ogden City's various city building locations as set out herein, will be cleaned and ready for public and staff access Monday through Friday, exempted holidays as noted, excluded.
2. The following services shall be provided to and on behalf of City on the following terms and as an additional part of this Agreement, but are specifically not included in the foregoing Contract Price and will be negotiated separately, in good faith, by the parties should such services be needed.
 - Carpet Shampoo
 - Stripping and waxing of tiled areas.
 - Windows
 - Pre-cleaning service of facility
3. The Contract Price quoted is for 2 years and has been computed based on prevailing costs. This price is therefore subject to future adjustment for increases in operating costs, insurance, services supplied by subcontractors, etc. Substantial changes in occupancy resulting in substantial changes in work would also affect Contract Price. The parties agree, however, that no adjustment in the Contract Price shall become effective unless agreed to by both parties in a written amendment to this agreement.
4. City may, at its sole discretion, extend this Contract for two (2) successive two (2) year terms at the rate cited in paragraph 1, above, or as that rate may have been adjusted as set out in paragraph 3, above.

5. Contract price is based upon normal work hours. Any work performed on the Public Holidays of New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will require an additional charge, which charges the Parties shall agree to in advance, and in writing before Recommended Building Maintenance shall be required to pay for that additional work.
6. Invoicing from Recommended Building Maintenance shall be done monthly following the provision of services under this agreement. City shall make payment to Recommended Building Maintenance within 30 days following receipt of Recommended Building Maintenance monthly invoice.
7. City will insure Recommended Building Maintenance has provided necessary Entrance Cards and/or keys to the South Ogden City's various building locations as maybe required to permit Recommended Building Maintenance to discharge its responsibilities under this Agreement.
8. City will provide consumable paper supplies only (i.e., toilet tissue, paper towels). Recommended Building Maintenance will provide all other consumable and cleaning supplies.
9. Recommended Building Maintenance will provide City a copy of a valid Certificate of Insurance, from a carrier authorized to conduct business in Utah, upon execution of this Agreement and agrees to maintain said insurance during the term of this Agreement in an amount of not less than \$10,000,000.00 of commercial general liability and not less than \$500,000.00 of theft / dishonesty coverage with City as an additional named insured.
10. Either party to this contract may terminate its participation herein upon 30 (thirty) days written notice to the other party.
11. City agrees not to hire either directly or indirectly or indirectly any employee or representative of Recommended Building Maintenance during this contract plus 120 (one hundred twenty) days thereafter, or pay to Recommended Building Maintenance a finder's fee of one month's service.
12. In the event becomes necessary for either party to institute legal action to enforce rights or obligations under, or terms of, this Agreement, the Parties agree that the prevailing party shall be entitled to all cost incurred, including all Attorney fees.

ACCEPTED:

South Ogden City

Title

Date Signed

Recommended Building Maintenance

Title

Date Signed