JANITORIAL SERVICES AGREEMENT

This agreement is entered into by and between Fremont County, Idaho, a political subdivision of the State of Idaho, acting through its Board of County Commissioners, hereinafter referred to as “Fremont County”, and ________________, hereinafter referred to as “Contractor”.

PURPOSE: The purpose of this agreement is to secure the services of a Contractor to provide janitorial services for the Fremont County Prosecutor’s Office, located at 22 West 1st North, St. Anthony, Idaho, and the Fremont County Annex Building, located at 125 Bridge Street, St. Anthony, Idaho.

DESCRIPTION OF SERVICES TO BE PROVIDED: In consideration of the compensation received under this agreement, Contractor will provide the janitorial services for Fremont County described below.

IN CONSIDERATION OF the mutual promises and understandings contained in this agreement, Contractor and Fremont County agree as follows:

PERIOD OF PERFORMANCE:

The period of performance under this Agreement shall be from ________________ through ________________, unless sooner terminated or extended as provided therein.

Fremont County reserved the right to extend this contract for four (4) additional one (1) year terms or portions thereof. Such extension shall be subject to mutual agreement as to duration, modification of terms, and price adjustments. The total agreement duration, with extensions, shall not exceed five (5) years.

COMPENSATION:

AMOUNT:

Fremont County shall pay Contractor the amount of __________ each time Contractor cleans the Fremont County Prosecutor’s Office, which shall be cleaned two (2) times per week. Contractor shall be paid an additional __________ per week for cleaning supplies provided by Contractor. (Alternative – Contractor shall be paid the amount of __________ per month for cleaning the Fremont County Prosecutor’s Office, which shall be cleaned two (2) times per week. This price includes all cleaning supplies proved by Contractor.

Fremont County shall pay Contractor the amount of __________ each time Contractor cleans the Fremont County Annex Building, which shall be cleaned two (2) times per week. Contractor shall be paid an additional __________ per week for cleaning supplies provided by Contractor. (Alternative – Contractor shall be paid the amount of __________ per month for cleaning the Fremont
County Annex Building, which shall be cleaned two (2) times per week. This price includes all cleaning supplies provided by Contractor.

ADDITIONS OR DELETIONS:

Fremont County may, by written change notice, add or delete facilities, areas, or the service requirements of this contract. Such changes shall be negotiated on the basis of a prorated price consistent with the original price contained herein.

PAYMENTS:

Payments shall be made upon receipt of invoices submitted by Contractor. Full payment to Contractor will be made only after work is satisfactorily performed. Payments will be considered timely if made by Fremont County within 30 days of receipt of each such invoice.

SUPERVISION/EMPLOYEES:

Contractor will perform all work under this contract with his/her own employees. Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official county business.

Contractor is responsible for the security of the facility during the performance of these services and shall ensure that all facility exterior doors remain locked during his/her work hours and upon Contractor’s departure from the facility. After each period of cleaning and other services, unnecessary lights shall be turned off, and outside doors and windows closed and locked.

Contractor will ensure that industry accepted safe practices are followed in performance of the work.

Contractor hereby accepts responsibility for all keys issued to them. Contractor also agrees that no duplicate keys will be made and Contractor will be responsible for the return of any keys that may have been provided to Contractor.

Contractor shall prohibit small children from being on the premises during the time services are being performed.

DUTIES AND RESPONSIBILITIES:

Contractor shall be employed in the capacity of Janitor, the current duties and responsibilities of which are listed below. These duties and responsibilities may be amended from time to time in the sole discretion of Fremont County, subject to formal notification of the same being provided to Contractor. Janitor is the Janitor for the Fremont County Prosecutor’s Office and the Fremont County Annex Building, and shall
faithfully perform the duties of a Janitor for Fremont County. The duties and responsibilities of Janitor shall include, but are not limited to the following:

- Vacuum all floors,
- Clean counter surfaces,
- Empty garbage,
- Clean counter surfaces,
- Clean and sanitize break rooms,
- Mop all appropriate surfaces,
- Dust all fixtures, phones, lamps, blinds, etc., as needed, and
- Occasional additional general cleaning.

CONTRACTOR NOT AN EMPLOYEE OF FREMONT COUNTY:

Contractor and his or her employees or agents performing under this agreement are not employees or agents of Fremont County and are not entitled to workman’s compensation or any benefit of employment with Fremont County. Fremont County shall have no responsibility for security or protection of Contractor’s supplies or equipment, or for providing insurance for, including workman’s compensation insurance, or wages to Contractor or Contractor’s employees. Contractor will not hold himself/herself out as, nor claim to be, an officer or employee of Fremont County by reason of this agreement, nor will Contractor make any claim of right, privilege, or benefit which would accrue to any employee of Fremont County. The parties agree that Contractor is the independent contractor of Fremont County and in no way an employee or agent of Fremont County.

HOURS OF WORK:

Janitorial services, except work done on Saturdays, Sundays, and Holidays, shall be performed to completion between the hours of 5 p.m. and 8 a.m. unless otherwise specified herein or agreed upon. If services are scheduled for state holidays, they will be performed the following night. Services shall not be performed in office areas during office hours except by permission of the Fremont County Board of County Commissioners, or the Elected Official, or Department Head.

EQUIPMENT AND SUPPLIES:

Unless otherwise specified herein, Fremont County shall provide supplies, including but not limited to, soap, toilet tissue, paper towels, and plastic trash bags. Contractor shall make arrangements to secure the supplies furnished by Fremont County. No supplies furnished by Fremont County will be removed from the premises.
Contractor shall supply all necessary tools, equipment, waxes, strippers, cleaners, brooms, mops, buckets, buffers, and all other tools and supplies not stated herein as being supplied by Fremont County. Materials shall be first quality, shall give good services, and shall give results satisfactory to Fremont County.

INSURANCE:

Contractor shall provide and/or purchase insurance coverage prior to performing work under this agreement. Fremont County will not be responsible for any claim or benefit for this Contractor or any subcontractor or employee or Contractor which might arise during the performance of duties and services under this agreement.

The insurance coverage shall provide liability insurance in the minimum amount of __________, (______________). Proof of such insurance shall be provided to Fremont County prior to performing work and upon each renewal of said contract. In the event coverage is changed, in any way, Contractor agrees to immediately notify Fremont County of any such changes.

NON-EXCLUSIVITY:

Nothing contained in this agreement shall be construed to limit in any way Contractor’s right or ability to make its services available to the general public during the term of this contract or to enter into contracts or other agreements with any other individual or entity.

ASSIGNMENT:

Contractor shall neither assign this agreement nor any claim arising under the agreement without the previous written consent of Fremont County.

CHANGE AND MODIFICATIONS:

Any change or modification to this Agreement must be in writing and signed by both parties.

FAILURE TO PERFORM/BREACH OF AGREEMENT:

In the event non-performance or unsatisfactory performance by Contractor of any obligation of this Agreement or if Contractor is in substantial non-compliance with any of its terms, Fremont County shall provide written notice to Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. Provided further, Contractor shall have five (5) days after such notice to cure said failure or non-compliance. Provided further, that a major violation of the agreement specifications dealing with building security result in immediate termination of this agreement without the five (5) day notice requirement.
TERMINATION – GENERAL:

This agreement may be terminated without cause by either Fremont County or Contractor upon sixty (60) days written notice.

TERMINATION – FOR CAUSE:

Fremont County may, by written notice, terminate this agreement for cause, in whole or in part, for failure of Contractor to perform its obligations under this agreement, subject to the provisions stated in Failure to Perform/Breach of Agreement. In such event, Contractor shall be liable for damages as authorized by law.

TERMINATION – PROCEDURE:

After receipt of notice of termination, and except as otherwise directed by Fremont County, Contractor shall:

- Stop work under this agreement on the date, and to the extent specified in the notice,
- Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of this agreement as is not terminated,
- Complete performance of any part of this agreement as shall not have been terminated by Fremont County, and
- Take all action as may be necessary, or as Fremont County may direct, for the protection and preservation of property of Fremont County which is in the possession of Contractor.

Unless otherwise provided in this agreement, Fremont County shall pay to Contractor the agreed upon price for services provided to Fremont County prior to the effective date of termination, unless the termination is for cause, in which case Fremont County shall determine the extent of liability. Fremont County may withhold from any amounts due Contractor for services such a sum as Fremont County determines to be necessary to protect Fremont County against potential loss or liability. The rights and remedies of Fremont County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under the agreement.

TREATMENT OF ASSETS:

All property furnished by Fremont County shall remain property of Fremont County,

All property furnished by Contractor shall remain property of Contractor,
Any property of Fremont County furnished to Contractor shall, unless otherwise provided herein, be used only for the performance of this agreement during the period the agreement is in force,

Contractor shall be responsible for any loss or damage to property of Fremont County (including all related expenses) which results from the negligence of Contractor,

Upon the loss or destruction of, or damage to, any Fremont County property, Contractor shall notify Fremont County thereof and shall take all reasonable steps to protect the property from further damage, and

Contractor shall surrender to Fremont County all property of Fremont County prior to settlement upon completion, termination, or cancellation of this agreement.

GOVERNING LAW:

This agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

INDEMNIFICATION:

Contractor shall protect, indemnify, and hold Fremont County harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts of omissions of Contractor, his employees, agents or subcontractors, however caused. Contractor will be responsible for any damages sustained by his employees to Fremont County equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to Fremont County.

COUNTERPARTS:

This agreement is to be executed in duplicate, and each duplicate shall be considered an original copy of this agreement by each party for all purposes.

ENTIRE AGREEMENT:

This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this agreement.

This agreement incorporates and includes all of the changes agreed by and between the parties and supersedes and replaces any oral discussions, representations, or stipulations previously entered into by the parties.

SEVERABILITY:
If any provision of this agreement shall be held invalid, such invalidity shall not affect other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared severable.

ATTORNEY FEES:

Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination of this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement this _____ day of __________, 2015.

__________________________________________________________________________
Contractor

FREMONT COUNTY
JORDON STODDARD, Chairman
Fremont County Commissioners

ATTEST:

__________________________________________________________________________
ABBIE MACE, Clerk

STATE OF IDAHO )
 ) ss.
County of Fremont )

On this _____ day of __________, 2015, before me the undersigned, a Notary Public, in the State of Idaho, personally appeared ________________, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

__________________________________________________________________________
Notary Public for the State of Idaho
Residing at: ____________________________
My Commission expires: ___________
STATE OF IDAHO     

     )

     ) ss.

County of Fremont     

On this _____ day of __________, 2015, before me the undersigned, a Notary Public, in the State of Idaho, personally appeared ________________, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

____________________________________________________________________
Notary Public for the State of Idaho
Residing at: ____________________________
My Commission expires: ____________