

BILL NO. 2024-014

ORDINANCE NO. 8638

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TAMMY JOHNSON OF NEVADA, MISSOURI, FOR CLEANING SERVICES FOR CITY HALL, POLICE DEPARTMENT AND FITNESS CENTER

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

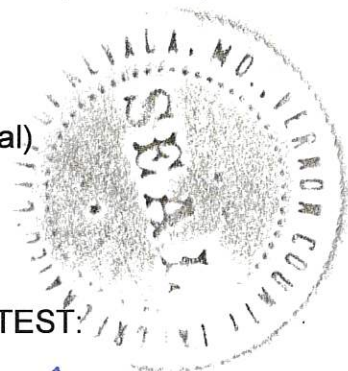
Section 1. The cleaning contract between the City of Nevada, Missouri, and Tammy Johnson, of Nevada, Missouri attached hereto as "Exhibit A" and incorporated herein by reference is hereby approved.

Section 2. The City Manager is authorized and directed to execute the same on behalf of the City of Nevada, Missouri, for a not to exceed **\$27,000.00**.

Section 3. The Ordinance shall be in full force and effect from and after its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Nevada, Missouri, this 19th day of March, 2024.

(seal)



ATTEST:


CYNTHIA DYE, CITY CLERK


KENDALL VICKERS, MAYOR

AGENDA ITEM

March 5, 2024

Subject: Cleaning Contract for City Hall, Police Department & Fitness Center

Department: Administration

This agreement will renew the Cleaning Contract with Tammy Johnson. There is no increase from the 2023 contract.

Manager Notes:

- This is a budgeted item
- Contract renewal for janitorial services from April 1, 2024 - March 31, 2025

CONTRACT FOR JANITORIAL SERVICES BETWEEN

City of Nevada, MO – Owner

And

Tammy Johnson

THIS CONTRACT is made and entered into this 19th day of ^{March} April, 2024, by and between City of Nevada, Missouri, a home rule charter city of the State of Missouri, hereafter called City whose address is 110 S. Ash, Nevada, Missouri 64772 (**CITY**), and **Tammy Johnson (CONTRACTOR)** pursuant to the terms and conditions set forth in this Contract.

WITNESSETH:

THAT WHEREAS, The **CITY** owns and maintains public buildings and desires to have the following janitorial services performed by **Tammy Johnson**:

WHEREAS, **CONTRACTOR** will provide:

- Cleans and services the Police Department, City Hall, Fitness Center and surrounding premises no less than 24 hours weekly, no less than 3 days a week, business hours included.
- Vacuums, sweeps and mops all rooms, halls, offices, council chambers, and all other public spaces.
- Gathers and disposes of trash and waste and washes walls, windows, door frames, and other high and low areas.
- Cleans, sanitizes, restocks and refills restrooms, offices including furniture and fixtures as needed.
- Moves objects in excess of 50 pounds.
- Operates a variety of machines and equipment commonly used in maintenance of buildings and grounds.
- Others duties as assigned and as outlined in the scope of services to keep the Police Department, City Hall, Fitness Center and surrounding premises in a clean and orderly condition.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the **CITY** and **CONTRACTOR** agree as follows:

1.0 MATERIALS AND SUPPLIES

- 1.1 The City shall furnish all materials and equipment necessary to perform the services described in this contract.

2.0 PAYMENT

- 2.1 Payment shall be made to **Tammy Johnson** every other Friday (26 pay checks per year), barring computer difficulties in check preparation in the amount of **\$1,038.46**.
- 2.2 Failure to fulfill the required hours may result in a proportional reduction in compensation.
- 2.3 If a regular pay day falls on an authorized holiday, pay checks will typically be issued the preceding regular business day.
- 2.4 An IRS W-9 is required to be on file with the City of Nevada before payment is made.
- 2.5 Contract amount will not exceed **\$27,000** annually.

3.0 TERMS:

- 3.1 The term of this Contract shall be **April 19, 2024 thru April 18, 2025**. This contract for services may be renewed by agreement of both parties.

4.0 INSURANCE:

- 4.1 Contractor represents that it will maintain comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence. All general liability, professional liability will provide coverage to the State of Missouri as an additional insured.

5.0 INDEMNIFICATION:

- 5.1 The **CONTRACTOR** will indemnify and hold harmless the **CITY** and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the **CONTRACTOR**, and anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

6.0 TERMINATION:

- 6.1 The CITY shall have the right to terminate this Contract at any time for any reason by giving the CONTRACTOR written notice to such effect. The CITY shall pay to the CONTRACTOR in full satisfaction and discharge of all amounts owing to the CONTRACTOR under this Contract an amount equal to the cost of all Services performed by the CONTRACTOR up to such termination date, less all amounts previously paid to the CONTRACTOR on account of this Contract Price. The CONTRACTOR shall submit to the CITY its statement for the aforesaid amount, in such reasonable detail as the CITY shall request, within thirty (30) days after such date of termination. The CITY shall not be liable to the CONTRACTOR for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

7.0 ENTIRE CONTRACT:

- 7.1 This Contract and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.
- 7.2 This Contract may be modified or amended in writing, if the writing is agreed upon and signed by both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract on this 21st day of ~~April~~ March 2024

CONTRACTOR

CITY OF NEVADA, MISSOURI

Tammy J. Johnson
Signature

Mark Mitchell
Signature

Tammy J. Johnson
Name (Printed or Typed)

Mark Mitchell
Name (Printed or Typed)

3-21-24
Date

3-22-2024
Date