

**EXECUTIVE SUMMARY**

TO: Mayor Blad and Council Members  
FROM: Stacie VanKirk, Recreation Programs Manager  
RE: **RPAC Custodial Agreement – Hawks Janitorial**  
DATE: 5/21/2020

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**Council may wish to consider approving a 3-month cleaning agreement with Hawks Janitorial in the amount of \$4,000.00/month to provide cleaning services for the Ross Park Aquatic Complex. Hawks Janitorial would replace the past cleaning company, who was terminated following the 2019 season. Funds are budgeted and available in the FY 2020 budget.**

Ross Park Aquatic Complex is in need of securing a cleaning service for the 2020 summer season. Following the 2019 Season, Vanguard Cleaning systems custodial contract was terminated for failing to meet our expectations of cleaning.

Two companies submitted quotes to provide the custodial services, Hawks Janitorial and New Day Products. After extensively reviewing these companies quotes and offering a walk trough of the facility to each company, it was decided that the Hawks Janitorial would be best suited for the complex cleaning needs of the Ross Park Aquatic Facility.

Funds for this purpose are already allocated in the FY20 budget.

**PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of May, 2020, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City", and Hawkes Janitorial Contracting L.L.C., a Utah limited liability company registered to do business in the State of Idaho, hereinafter referred to as "Contractor."

WHEREAS, the City owns and operates the Ross Park Aquatic Complex (hereinafter referred to as "RPAC") located at 2901 South 2<sup>nd</sup> Avenue, Pocatello, Idaho; and

WHEREAS, Contractor provides janitorial services for various commercial industries; and

WHEREAS, the parties wish to enter into an agreement which would allow the City to employ the Contractor's professional janitorial services for the RPAC;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK. Contractor shall use appropriate cleaning, sanitizing and disinfecting products and perform the following daily tasks at the RPAC facility:

- A. Clean all glass entry doors;
- B. Mop, vacuum and sweep all floors;
- C. Empty trash bins;
- D. Clean all breakrooms, locker rooms and sinks;
- E. Clean and sanitize bathrooms; and
- F. Clean mirrors in locker rooms.

Contractor shall also deep scrub each floor at least two times per week.

All cleaning chemicals shall be provided by Contractor with the City supplying the necessary paper products.

2. TERM. The term of this Agreement shall be from May 21, 2020 though August 31, 2020.

3. PAYMENT. The City agrees to pay the Contractor, pursuant to the following schedule, for the services rendered under this Agreement and identified in Section 1 above. Payment shall be made to Contractor upon the City's receipt of a written invoice at the end of each month.

|              |         |
|--------------|---------|
| May, 2020    | \$1,000 |
| June, 2020   | \$4,000 |
| July, 2020   | \$4,000 |
| August, 2020 | \$3,000 |

4. INDEPENDENT CONTRACTOR RELATIONSHIP. The Contractor is an independent contractor and is not an employee of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which it accomplishes the work specified by the City. Because the Contractor is engaged in its own independently established business, the Contractor is not eligible for, and shall not participate in, any employee health or other fringe benefit plans of the City.

5. STANDARD OF CARE. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the services contracted for hereunder as is ordinarily provided by a professional in this field of work under similar circumstances.

6. FEDERAL, STATE AND LOCAL PAYROLL TAXES. No Federal, State or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the City on behalf of the Contractor or any employees of the Contractor.

7. LICENSES AND LAW. The Contractor represents that it or its employees possess all licenses required to perform the services under this Agreement. The Contractor further agrees to use due care in the identification and interpretation of all applicable laws in the performance of the services hereunder. Changes in laws and regulations after the execution of this Agreement that were not known or reasonably foreseeable affecting the cost or time of performance may be the subject of a change order.

8. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the City and its officers and employees from and against any and all losses, claims, damages, legal fees, expenses, actions, or liabilities or injury to persons or property arising out of any negligent acts, errors, or omissions, of Contractor, Contractor's agents, employees, or representatives arising from activities as a result of this Agreement.

This section shall survive the termination of this Agreement and shall continue to bind both parties.

9. INSURANCE. Without limiting the City's right to indemnification, it is agreed that prior to commencing any activities under this Agreement, the Contractor shall provide insurance coverage as follows:

A. Comprehensive general liability insurance, including coverage for premises liability, personal injury liability, broad-form property damage and independent contractor's liability, in an amount of not less than One Million Dollars (\$1,000,000.00) per person per occurrence.

B. Personal property insurance in an amount sufficient to insure any and all of the Contractor's personal property which might be used in Contractor's operation of the business or which might be present on the City premises.

C. Worker's Compensation insurance as required by applicable state or federal statutes and furnish the City Clerk with satisfactory proof that such insurance is in effect.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Professional Services Contract. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 8 "Indemnification." Contractor's failure to maintain insurance shall be a basis for immediate termination of this Professional Services Contract.

10. ASSIGNMENT PROHIBITED. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

11. NONWAIVER. Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver or such right or a waiver of any subsequent breach.

12. CHOICE OF LAW. Any dispute under this Agreement shall be decided in accordance with the laws of the State of Idaho. Venue for any action shall be in the District Court of the Sixth Judicial District, Bannock County, Idaho.

13. ENTIRE AGREEMENT. This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

14. SEVERABILITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

15. CORPORATE AUTHORITY: The individual executing this Professional Services Contract on behalf of Hawks Janitorial Contracting L.L.C. hereby acknowledges and represents that he has the power and authority to so bind the company. In the event the party executing this document on behalf of Hawks Janitorial Contracting L.L.C. does not have authority to so bind the corporation for any cause or reason, then such person acknowledges and agrees that he shall be personally liable under the terms hereof.

16. NOTICE. That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

CITY: City of Pocatello  
Attn: Community Recreation Center  
P.O. Box 4169  
Pocatello, ID 83205

CONTRACTOR: Hawks Janitorial Contracting L.L.C.  
1133 Rowland Road  
Pocatello, ID 83204

The date of service of such notice is hereby deemed to be the dated postmark of the United States Postal Service.

17. TERMINATION. The City or the Contractor may terminate this Agreement with thirty (30) days written notice.

18. AMENDMENT. This Agreement may be amended in writing upon concurrence of both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties do hereby execute this Agreement.

APPROVED BY LEGAL  
Date 5/11/20 Atty B. Sec  
Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF POCATELLO, a municipal Corporation of Idaho

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
RUTH NEWSOM, City Clerk

HAWKS JANITORIAL CONTRACTING  
L.L.C.

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

STATE OF IDAHO     )  
  :ss  
County of Bannock    )

On this \_\_\_\_\_ day of May, 2020, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Ruth Newsom, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in \_\_\_\_\_

STATE OF IDAHO     )  
  :ss  
County of Bannock    )

On this \_\_\_\_\_ day of May, 2020, before me, the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_, known to me or proved to me to be the \_\_\_\_\_ of Hawks Janitorial Contracting L.L.C. who acknowledged to me that he/she executed the foregoing instrument on behalf of said limited liability company, and that said limited liability company executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in \_\_\_\_\_