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RESOLUTION NO. 2023-13
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO CONTRACT WITH KOVACHY SALES, INC.,
dba CITY WIDE FACILITY SOLUTIONS FOR CLEANING SERVICES
FOR THE MAYFIELD VILLAGE POLICE STATION
IN THE AMOUNT OF \$9,396.00 FOR 2023**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to engage a professional company to provide cleaning services for the Police Station; and

WHEREAS, a request for proposals was sent and several companies responded with proposals; and

WHEREAS, Kovachy Sales, Inc., dba City Wide Facility Solutions (“City Wide”) submitted a proposal in the amount of \$9,396.00 for cleaning services at the Police Station; and

WHEREAS, the Mayfield Village administration reviewed the proposals and recommends that the Village Council approve and accept the proposal of City Wide in the amount of \$9,396.00 for 2023.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby accepts and approves the proposal of City Wide in the amount of \$9,396.00.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into a contract with City Wide, in a form acceptable to the Village’s Law Director, for cleaning services for the Police Station for 2023.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary services to ensure that the Village facilities are adequately maintained. It shall, therefore, take effect immediately upon the

passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: February 20, 2023

Second Reading: Suspended, 2023

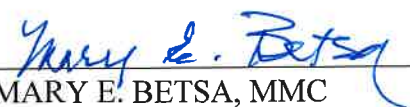
Third Reading: Suspended, 2023

PASSED: February 20, 2023


BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:


DIANE A. CALTA, ESQ.
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council



CITY WIDE
FACILITY SOLUTIONS



Solutions Proposal



EXHIBIT A - CLEANING SPECIFICATIONS

Facility: **Mayfield Village Police Department
620 SOM Center Road**

Days: Twice per week (Monday and Thursday or Tuesday and Friday)

Hours: The Police Department is a 24/7 facility. Cleaning is preferred in the evening hours, after 4:00 p.m.

OFFICE AREAS / COMMON AREAS / HALLWAYS:

To be completed two times per week:

- Vacuum and spot clean all carpeted areas, including runners, as needed.
- Mop all hard surface floors, as needed.
- Empty all wastebaskets and change liners as necessary; remove trash to facility dumpster.
- Spot clean walls, doors and light switches, as needed.
- Dust or damp wipe open horizontal surfaces, including all countertops, tables and chairs.
- Dust or damp wipe desktops when cleared.
- Spot clean glass on doors.

To be completed once per month:

- Vacuum edges of carpeting around baseboards, furniture and cabinets.
- Dust baseboards, windowsills and tops of door frames.
- Wipe telephones.

KITCHEN AREA:

To be completed two times per week:

- Stock towels, tissue and hand soap. Wipe cabinet covers.
- Empty trash receptacles and wipe if needed; remove trash to facility dumpster.
- Mop floors with a disinfectant.
- Damp wipe all surfaces, including countertops, chairs and appliances.
- Clean and sanitize all basins. Polish bright work.

RESTROOMS / JAIL CELL:

To be completed two times per week:

- Stock towels, tissue and hand soap. Wipe cabinet covers.
- Empty trash receptacles and wipe if needed; remove trash to facility dumpster.
- Clean and polish mirrors.
- Clean and sanitize toilets and urinals. Polish bright work.
- Clean and sanitize all basins. Polish bright work.
- Dust partitions, tops of mirrors and frames.
- Mop floors with a disinfectant.

Terms and Conditions

Kovachy Sales, Inc. d/b/a CITY WIDE FACILITY SOLUTIONS

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of February, 2023, by and between Kovachy Sales, Inc. d/b/a City Wide Facility Solutions ("City Wide") and Mayfield Village Police Department, a corporation, organized under the laws of the State of Ohio ("Customer"), each sometimes referred to individually as a "Party" and collectively as the "Parties."

1. **Services and Products.** Services and products (if applicable) will be provided as set forth in a separate document ("Service Agreement") attached hereto. The date City Wide's services ("Services") are to commence shall be set forth in the attached Investment Recap, signed by representatives of both Parties. If no date is set forth in the Investment Recap, then Services will commence on a date mutually agreeable to the Parties.
2. **Performance.** Services shall be provided in a professional and workman-like manner in conformity with the Service Agreement, including the use of City Wide shirts or vests. "City Wide Personnel" consists of City-Wide employees, agents and/or independent contractors. City Wide shall retain full responsibility for the Services of any City-Wide Personnel. If any individual assigned is unacceptable to the Customer, the Customer shall promptly notify City Wide management concerning the situation. If the Parties are unable to arrive at a solution that is acceptable to the Customer, the Customer may request that City Wide replace the individual. City Wide will either replace the individual within a reasonable time frame or terminate the Services provided hereunder effective immediately and City Wide shall have no liability for doing such. City Wide shall complete a satisfactory background check (including BCI/FBI when requested by client or required by account) of each member of their personnel prior to first entering any client's facility or site; and whose records will be kept in City Wide's files for future reference. Independent Contractor shall use an accredited company to perform the background checks, such as ACS Data Search, Criminal Data.com, Integrascan.com, or Validity Screening Solutions. Upon client or account's request, City Wide will run drug screening on Independent Contractor's employees.
3. **Invoices.** City Wide will invoice Customer on or about the first workday of each month in which Services and products are provided. Monthly fees for Services and Products may be prorated by City Wide when appropriate. Invoices for Services and Products, as set forth in the Service Agreement and Investment Recap, shall be paid (cash, credit card or check) by the last day of the month of the Invoice. WHEN APPLICABLE, SALES TAX WILL BE ADDED TO THE INVOICE. Additional services and products may be purchased by Customer from City Wide. Invoices for the additional services and products will be sent immediately upon completion of the additional services or delivery of the additional products, and payment will be due upon receipt of the invoice. Any dispute concerning an Invoice or Services shall be identified in writing within ten (10) days of the Invoice or the rendering of the Services, as the case may be. City Wide will charge the Customer a late charge of 1½ % per month on all outstanding balances of more than 30 days from the invoice date. Customers shall also pay, where appropriate, all collection costs including reasonable attorneys' fees. In the event of Special Holidays or days when service is not provided, City Wide Facility Solutions shall provide credits for those days to be reflected on the following month's invoice if the dates have not been provided in advance. Days will be prorated based on the monthly rate.
4. **Price Increases.** Notwithstanding anything herein to the contrary, adjustments to the charges for Services, as set forth in the Investment Recap, may be made in the event that (i) additional workmen are employed by City Wide at the request of the Customer to extend service areas and/or specifications, (ii) additional wages are paid out by City Wide for Services, due to union increases and/or (iii) any other governmental action that directly and materially affects City Wide's costs of Services. Any change in fees for Services requires a 30-day prior written notice to Customer, and Customer may elect to terminate the Services provided hereunder in writing prior to the effective date of such increase without penalty. Customer shall immediately notify City Wide in writing of any addition or deletion of square footage being used in Customer's building. No reduction in the charges shall be appropriate until written notification of the deletion of square footage has been given by Customer to City Wide. Charges shall be due for an addition of square footage regardless of whether Customer notifies City Wide of such.
5. **Materials.** All cleaning materials and equipment necessary for Services will be furnished by City Wide, except for usable/consumable items. Customer will provide the usable/consumable items including, but not limited to, hand towels, toilet tissue, hand soap, plastic liners, air fresheners, and feminine hygiene products. At Customer's option, City Wide may provide these products for an additional cost.
6. **Indemnification.** ~~Customer and~~ City Wide shall fully indemnify, defend and hold harmless the other for any and all costs and expenses (including reasonable attorneys' fees) for any and all claims, costs, expenses and damages arising as a result of acts or omissions of the other, its employees, agents, guests, invitees and/or representatives.
7. **Conflicts.** If terms or provisions herein conflict with the terms or conditions set forth in another agreement between the parties, the terms hereof shall prevail even if the other agreement is entered into prior to this Agreement. City Wide's maximum legal liability and exposure, with respect to conflicts, to Customer hereunder shall not exceed the charges paid by Customer for one month's Services. No oral representations or promises have been made to the Customer.
8. **Non-Solicitation.** While Services are being provided hereunder, including any extension or renewal of the Services, and for a period of 180 days following the termination of City Wide's Services, Customer shall not employ, contract with nor have any business dealings whatsoever with any individual or company that is or was a known employee, agent or independent contractor of City Wide (or a parent, subsidiary, franchisee, related or associated company) or a known employee or agent of a City Wide independent contractor, while Services were being provided hereunder. As used in this section of this Agreement, the term "Customer" shall mean the undersigned Customer, together with all employees, agent's partners, officers, directors and/or principals of Customer and any parent, subsidiary, related or associated company. Should the Customer breach the covenants of this section of this Agreement, in addition to all other remedies provided by law, it is understood that City Wide shall be entitled to: (a) an immediate Temporary Restraining Order from any Court of competent jurisdiction, and thereafter to a Preliminary Injunction and a Permanent Injunction; and (b) immediate payment by Customer of liquidated damages in the amount of one thousand dollars per week for each violation, the Customer acknowledging that actual damages would be difficult or impossible to calculate; and (c) immediate payment by Customer of all costs and expenses incurred by City Wide in connection with the enforcement of this Agreement, including, but not limited to, reasonable

Terms & Conditions

attorneys' fees, investigation costs and court costs. Any period of time in which Customer violates the provisions of this paragraph shall be added to the 180 day duration of the restriction.

9. Relationship of Parties. Each Party and its personnel are independent in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Neither Party may assume or create any obligations on the other's behalf without prior written consent. Each Party shall remain responsible for the withholding and payment of all federal, state, and local personal income, wage, earnings, occupations, social security, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective personnel.

10. Compliance. The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its Services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees) caused by the Customer's failure to abide by the terms of this paragraph and/or this Agreement.

11. Security. City Wide and its employees, agents, contractors and related companies shall not be responsible for cash and personal valuable items left in the subject building. It is the Customer/tenants' responsibility to have such items locked in a secured area, where City Wide Personnel do not have access. In the event of a theft, City Wide will fully cooperate with law enforcement agencies.

12. Keys. Customer agrees to provide four (4) complete sets of building keys. Customer agrees to allow City Wide to copy keys at a cost of \$5.00 per key, to be invoiced separately of monthly service charges if four (4) sets are not provided.

13. Insurance. Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to maintain in effect at all times during the term of the Services rendered hereunder the following insurance: bodily injury with limits of \$1,000,000 for each person and \$1,000,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence. Insurance certificates will be furnished upon request. In addition, City Wide shall maintain worker's compensation insurance as required by applicable law.

14. Term. The term of the Services to be provided hereunder shall commence as set forth herein and shall continue in full force and effect until terminated as set forth herein. Either Party may terminate the Services to be provided hereunder for convenience and upon thirty (30) day written notice, provided that no such termination shall affect Customer's obligation to pay City Wide for all Services previously rendered and product provided. Notwithstanding the foregoing, it is understood that the Services to be provided hereunder cannot be terminated by the Customer until after the Services have been provided for an initial ninety (90) day period. The services may be terminated by the Customer for breach of contract at any time after the expiration of the initial term as follows: (a) Customer shall provide City Wide Maintenance with a written notice stating a problem and allow City Wide 30 days to cure the problem. If City Wide Maintenance is unable to cure the problem specified by Customer to Customer's satisfaction, Customer may then terminate the services by providing thirty (30) prior written notice to City Wide.

15. Force Majeure. City Wide shall be excused from its performance for a commercially reasonable period of time to the extent that it is prevented, hindered or delayed by a force majeure occurrence.

16. Assignments. This Agreement shall bind all parties, their heirs, assigns, successors, agents and representatives. City Wide may assign this Agreement and its obligations hereunder.

17. Governing Law. This Agreement shall be governed by the laws of Ohio. The Customer consents to the jurisdiction and venue of any court having jurisdiction and venue in Cuyahoga County, Ohio.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION TO WHICH, THE PARTIES AGREE TO BE BOUND.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MAYFIELD VILLAGE POLICE DEPARTMENT

Print Customer's Legal Name Here

By: Brenda Bodnar

Print: BRENDA T. BODNAR STEPHEN SCHUTT
MAYOR, MAYFIELD VILLAGE COUNCIL PRESIDENT

Title: _____

KOVACHY SALES, INC.
d/b/a City Wide Facility Solutions

By: Christina Parsons

Print: Christina Parsons

Title: General Manager

APPROVED AS TO FORM ² A SIGNED FACSIMILE OR EMAIL COPY OF THIS DOCUMENT IS AS BINDING AS AN ORIGINAL.

Diane A. Calta
Diane Calta, Esq.
Law Director

Initial: _____

Created for
Mayfield Village Police Department
620 SOM Center Rd,
Mayfield Village, OH 44143
Attention:
Chief Paul Matias, Chief of Police
440-461-1234
pmatias@mayfieldvillage.com

Investment Recap

City Wide Facility Solutions Janitorial Service Package

| Service(s) to be Performed | Frequency | Total Price Per Month |
|-----------------------------------|--|------------------------------|
| Janitorial Services | Twice per week (Monday and Thursday or Tuesday and Friday) | \$783.00 |

City Wide Facility Solutions



Authorized Representative Signature

Christina Parsons

Printed Name

General Manager

Title


02/01/2023

Date

02/01/2023

Start Date

Mayfield Village Police Department



Authorized Representative Signature

BRENDA T. BODNAR


Printed Name

MAYOR, MAYFIELD VILLAGE

Title

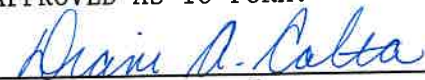
February 20, 2023

Date



COUNCIL PRESIDENT SCHUTT Date

APPROVED AS TO FORM:



Diane A. Calta, Esq.
Law Director