

RESOLUTION NO. 2024-35
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO AN AGREEMENT
WITH INTEGRITY CLEANING GROUP LLC FOR JANITORIAL SERVICES
FOR THE MAYFIELD VILLAGE CIVIC CENTER AND COMMUNITY ROOM**

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 in order to provide cleaning services for the Mayfield Village Civic Center and Community Room, and

WHEREAS, the Janitorial Services Agreements with the cleaning company previously serving the Civic Center and Community Room will terminate on June 30, 2024; and

WHEREAS, six local cleaning companies were contacted and invited to submit proposals for cleaning both the Civic Center and the Community Room, all of whom responded with proposals; and

WHEREAS, the Service Department and the Mayfield Village Administration have reviewed the proposals and recommend that Council approve and accept the proposal of Integrity Cleaning Group LLC in the amount of \$1,727.92 per month (\$20,735.04 annually) to clean the Civic Center and \$1,889.11 per month (\$22,669.32 annually) to clean the Community Room.

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 Integrity Cleaning Group LLC in the amount of \$1,717.92 per month to clean the Civic Center and \$1,889.11 per month to clean the Community Room.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into separate agreements with Integrity Cleaning Group LLC for janitorial services for the Mayfield Village Civic Center and Community Room, attached hereto as **Exhibits A and B.**

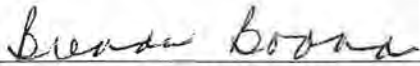
SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to 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 Village facilities are adequately maintained and the current contract for these services expires on June 30, 2024. 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: June 17, 2024
Second Reading: Suspended, 2024
Third Reading: Suspended, 2024
PASSED: June 17, 2024



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ.
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

JANITORIAL SERVICES AGREEMENT – CIVIC CENTER

This **JANITORIAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this ___ day of _____, 2024, by and between Mayfield Village, Ohio, an Ohio municipal corporation, having a mailing address of 6622 Wilson Mills Road, Mayfield Village, OH 44143 (the “Village”) and Integrity Cleaning Group, an Ohio Limited Liability Company having a mailing address of 675 Alpha Drive, Suite G, Highland Heights, OH 44143 (the “Company”) (Village and Company collectively hereinafter may be referred to as the “Parties”).

WHEREAS, the Village intends to contract for janitorial services at the Mayfield Village Civic Center, located at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143; and

WHEREAS, in response to a request for proposal by the Village, the Company provided a proposal to perform such janitorial services; and

WHEREAS, the Village has reviewed all proposals received and desires to enter into this Agreement with the Company in order to set forth the obligations of the Parties as more fully provided herein.

NOW, THEREFORE, the Parties agree as follows:

- A. **Term.** The term of this Agreement will be for a one-year period, beginning on July 1, 2024 and ending on June 30, 2025 (the “Term”). This Agreement shall automatically renew annually unless terminated by the Village or the Company with sixty (60) days written notice.
- B. **Duties and Responsibilities.** Company shall perform the services contained in the job specifications (the “Services”) as set forth in **Exhibit A**, attached hereto and incorporated herein.
- C. **Cost.** The Village shall pay the Company One Thousand Seven Hundred Twenty-Seven and 92/100 Dollars (\$1,727.92) monthly for the Services. The Company shall provide the Village with a monthly invoice which shall be paid by the Village within thirty (30) days of the invoice date.
- D. **Additional Services.** There will be no cost adjustments made to the monthly invoice during the Term or any Renewal Term unless additional cleaning services are requested by the Village, in writing. The Village may, add or delete facilities, areas, or the Services provided for in this Agreement. Such changes shall be in writing and shall be negotiated on the basis of a prorated price consistent with the original cost contained herein.
- E. **Equipment/Materials Provided.** The Village will provide a storage room for the Company’s use along with the following materials: paper towels, toilet tissue, trash liners and soft hand soap to restock all dispensers within the facilities. The Village may provide other cleaning materials. The Company will provide all cleaning agents, disinfectants, etc. Trash removal services will be handled by the Company utilizing the outdoor dumpster located in the parking lot of the Civic Center. All commercial grade

equipment such as mops, buffers, cleaning cloths, buckets, vacuum cleaners, ladders, carpet cleaners, or any other tool or machine needed to perform the Services shall be supplied by the Company and remain the property of the Company.

- F. **Satisfactory Work.** It is understood between the Parties that the prime purpose of this Agreement is that the premises shall be kept clean, according to reasonable and accepted standards, regardless of the number of times an operation is required to accomplish this purpose. The number of times an operation is performed as shown herein are minimum requirements solely for guideline purposes and may not constitute satisfactory or unsatisfactory performance under the contract.
- G. **Utilities.** All utilities used by the Company to complete the Services, including but not limited to electricity and water, shall be kept to a minimum and only used as required for satisfactory performance of the work requirements. As soon as cleaning activities for each area of this Agreement are completed for a particular shift and if there are no Village employees present, all lights will be extinguished except those used for security and safety purposes. Rooms are to be secured and doors locked.
- H. **Compliance with Federal, State and Local Laws.** The Company shall comply with, and all work shall be accomplished in accordance with all federal, state, and local laws, regulations, and requirements (including but not limited to EPA and OSHA), as well as, all direction provided by the Village and in accordance with the provisions of the contract.
- I. **Keys.** The Village will provide keys to the Civic Center for use by the Company. It shall be the responsibility of the Company to see that keys are always secured at the end of any cleaning day. It is the responsibility of the Company to see that the keys are not misplaced, lost, stolen, or copied. The use of keys by any employee of the Company at an unauthorized time or for an unauthorized reason may be grounds for termination of this Agreement. Any person using the keys in an unauthorized manner will be subject to criminal prosecution. In the event that the keys are lost, misplaced, stolen or copied, the Company will notify the Village immediately and will be responsible for the cost of replacement of all locks at the Civic Center.
- J. **Authorized Representatives.** The Village's authorized representative for the term of this Agreement shall be:

Diane Wolgamuth, Director of Administration
Phone: 440-471-1048
Email: dwolgamuth@mayfieldvillage.com

The Company's authorized representative for the term of this Agreement shall be:

Beary Frierson, Owner
Phone: 440-598-5815
Email: integritycleaninggroup85@gmail.com

The authorized representatives shall be available via cell phone and e-mail twenty- four (24) hours a day, seven (7) days a week in the event of an emergency or any issue that should arise.

K. **Relationship of the Parties.** The Parties acknowledge and agree that the Company is an independent contractor and is not an agent or employee of the Village. Nothing in this Agreement shall be construed to create a relationship between the Company and the Village of a partnership, association, or joint venture. Further, the Parties acknowledge that Company is paid a fee, retainer or other payment as per Section C of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on the Village's payroll; and is not controlled or supervised by Village personnel as to the manner of work. Employees, contractors or individuals providing Services on behalf of any "business entity" to the Village under this Agreement are not considered public employees under Ohio law; are not eligible for workers' compensation or unemployment compensation; are not eligible for employee fringe benefits such as vacation or sick leave; do not appear on the Village's payroll; and are not controlled or supervised by Village personnel as to the manner of work.

L. **Insurance.**

- a. The Company shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of the Services and caused by negligent acts, omissions or negligent acts for which the Company may be legally negligent. The Company shall maintain said coverage for the entire Term and any subsequent Renewal Term.
- b. In addition to errors and omissions insurance, the Company shall also secure and maintain, at its own expense, insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- c. The Company shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- d. The Company shall secure and maintain, at its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- e. The Village shall be held harmless for any damage to the Company's property and/or equipment during the course of performance under this Agreement.
- f. The above referenced insurance shall be maintained in full force and effect during the Term of this Agreement and any subsequent Renewal Term. Certificates showing that the Company is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, the Village prior to the start of work on the project and before the Village is obligated

to make any payments to the Company for the work performed under the provision of this Agreement. All such Certificates, with the exception of those for worker's compensation and errors and omissions coverage, shall clearly reflect that the Village of Mayfield is an "Additional Insured".

M. Indemnification.

- a. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Company agrees to indemnify and save the Village, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Company or its employees.
- b. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the Village, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Company, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Company, any subconsultant(s) of the Company, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

N. No Subcontracting. The Company agrees that it shall perform the work utilizing its employees and will not subcontract the work to another cleaning contractor.

O. Assignment of Employees. The Company agrees that it shall permanently assign employee(s) to clean each of the facilities, shall provide in writing to the Village the name(s) of the employee(s) so assigned and shall notify the Village of any change in such permanently assigned employee. Such notification shall be provided before any employee not previously designated arrives on the premises to clean the Civic Center. Any change in cleaning personnel can be requested by, and must be approved by, the Village.

P. Background Checks. In addition to the Company's procedure for background checks, The Company agrees that any of its employees assigned to clean the Civic Center will be subject to a background check by the Village.

Q. Termination of Agreement. The Parties agree that either the Village or the Company may terminate this Agreement with sixty (60) days written notice to the other.

R. Applicable Law. The terms of this Agreement shall be construed under the laws of the State of Ohio.

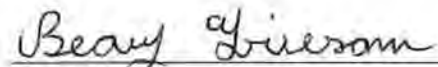
- S. **Entire Agreement.** All understandings and agreements made heretofore between the Village and the Company are merged into this Agreement, including any and all Exhibits hereto, which fully and completely expresses the agreement between the Parties and the same is entered into after full investigation, neither party relying upon any statement, representation, agreement or understanding, oral or written, not set forth in this Agreement of an addendum hereto signed by the Parties.

- T. **Counterparts.** This Agreement may be executed in any number of counterparts, each will be considered an original, and together will constitute one Agreement.


This Agreement is entered into on the date first written above.

“THE COMPANY”
INTEGRITY CLEANING GROUP LLC

“THE VILLAGE”
MAYFIELD VILLAGE



 Beary Frierson, Owner



 Brenda T. Bodnar, Mayor



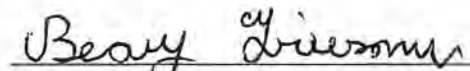
 Stephen Schutt, Council President

Approved as to form:


 Diane A. Calta, Law Director

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding an Agreement for goods, services or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Integrity Cleaning Group LLC, an Ohio limited liability company



 By: Beary Frierson
 Its: Owner

 Date

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement with Mayfield Village, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.



Angie S. Rich, Director of Finance
Mayfield Village, Ohio

EXHIBIT A
The Mayfield Village Civic Center

Job Specifications

Entrances

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Dust Mop Hard Surface Floors	3 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	3 days/wk.
Clean Both Sides Of Door Glass And Wipe Frames	1 day/wk.
Spot Clean Entrance Glass	2 days/wk.
Vacuum Walk-Off Mats	3 days/wk.

Lobbies

<u>Task Description</u>	<u>Service Days</u>
Dust All Horizontal Surfaces Within Normal Reach	2 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	3 days/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	Monthly
Arrange Furniture	3 days/wk.
Empty And Remove Trash, Replace Liner If Needed	3 days/wk.
Spot Vacuum All Carpet	3 days/wk.
Spot Clean Carpet, i.e. Spills	3 days/wk.
Detail Vacuum All Carpet	3 days/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	3 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	3 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	3 days/wk.
Vacuum Walk-Off Mats	3 days/wk.

Conference Rooms

<u>Task Description</u>	<u>Service Days</u>
Dust All Horizontal Surfaces Within Normal Reach	2 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	3 days/wk.

Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	1 day/wk.
Arrange Furniture	3 days/wk.
Empty And Remove Trash, Replace Liner If Needed	3 days/wk.
Spot Vacuum All Carpet	3 days/wk.
Spot Clean Carpet, i.e. Spills	3 days/wk.
Detail Vacuum All Carpet	3 days/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	3 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	3 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	3 days/wk.

Offices

<u>Task Description</u>	<u>Service Days</u>
Dust All Horizontal Surfaces Within Normal Reach	3 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	3 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	3 days/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	Monthly
Empty And Remove Trash, Replace Liner If Needed	3 days/wk.
Spot Vacuum All Carpet	3 days/wk.
Spot Clean Carpet, i.e. Spills	3 days/wk.
Detail Vacuum All Carpet	3 days/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	3 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	3 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	3 days/wk.
Dust blinds, baseboards, windowsills and tops of door frames. Wipe down telephones.	Monthly

Hallways

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Spot Vacuum All Carpet	3 days/wk.
Spot Clean Carpet, i.e. Spills	3 days/wk.
Detail Vacuum All Carpet	3 days/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	3 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	3 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	3 days/wk.

Clean And Polish Drinking Fountains

3 days/wk.

Restrooms

Task Description

Service Days

Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner

3 days/wk.

Lunchrooms

Task Description

Service Days

Detail Dust - High And Low Areas

Monthly

Spot Clean Vending Machines, Walls And Light Switches

3 days/wk.

Arrange Furniture

3 days/wk.

Spot Vacuum All Carpet

3 days/wk.

Spot Clean Carpet, i.e. Spills

3 days/wk.

Detail Vacuum All Carpet

3 days/wk.

Detail Vacuum - Corners And Edges

Monthly

Dust Mop Hard Surface Floors

3 days/wk.

Damp Mop Hard Surface Floors- Use Appropriate Cleaner

3 days/wk.

Damp Wipe All Lunchroom Tables

3 days/wk.

Damp Wipe Eating Area Chairs

3 days/wk.

Damp Wipe Countertops Using Appropriate Cleaner

3 days/wk.

Clean Sinks Using Appropriate Cleaner

3 days/wk.

Clean Coffee Machine/Station

3 days/wk.

Vacuum Walk-Off Mats

3 days/wk.

Damp Clean Interior And Exterior Of Microwave

3 days/wk.

Empty And Remove Trash

3 days/wk.

Clean Refrigerator, Empty Contents If Requested

Monthly

Utility Rooms

Task Description

Service Days

Detail Dust - High And Low Areas

Monthly

Spot Clean All Walls, Light Switches And Doors

1 day/wk.

Spot Vacuum All Carpet

1 day/wk.

Sweep Hard Surface Floors

1 day/wk.

Spot Mop Stains And Spills Using Appropriate Cleaner

1 day/wk.

Other Requirements

Task Description

Service Days

Site Supervision

3 days/wk.

Gather Supplies And Equipment For Shift

3 days/wk.

Clean And Arrange Janitor Closet

3 days/wk.

Prepare For The Next Day

3 days/wk.

Turn Off Lights - Per Instructions

3 days/wk.

Shut And Lock Doors, Set Alarm - Per Instructions

3 days/wk.

JANITORIAL SERVICES AGREEMENT – COMMUNITY ROOM

This **JANITORIAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this ___ day of _____, 2024, by and between Mayfield Village, Ohio, an Ohio municipal corporation, having a mailing address of 6622 Wilson Mills Road, Mayfield Village, OH 44143 (the “Village”) and Integrity Cleaning Group, an Ohio Limited Liability Company having a mailing address of 675 Alpha Drive, Suite G, Highland Heights, OH 44143 (the “Company”) (Village and Company collectively hereinafter may be referred to as the “Parties”).

WHEREAS, the Village intends to contract for janitorial services at the Mayfield Village Community Room, located at 6621 Wilson Mills Road, Mayfield Village, Ohio 44143; and

WHEREAS, in response to a request for proposal by the Village, the Company provided a proposal to perform such janitorial services; and

WHEREAS, the Village has reviewed all proposals received and desires to enter into this Agreement with the Company in order to set forth the obligations of the Parties as more fully provided herein.

NOW, THEREFORE, the Parties agree as follows:

- A. **Term.** The term of this Agreement will be for a one-year period, beginning on July 1, 2024 and ending on June 30, 2025 (the “Term”). This Agreement shall automatically renew annually unless terminated by the Village or the Company with sixty (60) days written notice.
- B. **Duties and Responsibilities.** Company shall perform the services contained in the job specifications (the “Services”) as set forth in **Exhibit A**, attached hereto and incorporated herein.
- C. **Cost.** The Village shall pay the Company One Thousand Eight Hundred Eighty-Nine and 11/100 Dollars (\$1,889.11) monthly for the Services. The Company shall provide the Village with a monthly invoice which shall be paid by the Village within thirty (30) days of the invoice date.
- D. **Additional Services.** There will be no cost adjustments made to the monthly invoice during the Term or any Renewal Term unless additional cleaning services are requested by the Village, in writing. The Village may, add or delete facilities, areas, or the Services provided for in this Agreement. Such changes shall be in writing and shall be negotiated on the basis of a prorated price consistent with the original cost contained herein.
- E. **Equipment/Materials Provided.** The Village will provide a storage room for the Company’s use along with the following materials: paper towels, toilet tissue, trash liners and soft hand soap to restock all dispensers within the facilities. The Village may provide other cleaning materials. The Company will provide all cleaning agents, disinfectants, etc. Trash removal services will be handled by the Company utilizing the outdoor trash receptacles located behind the Community Room. All commercial grade

equipment such as mops, buffers, cleaning cloths, buckets, vacuum cleaners, ladders, carpet cleaners, or any other tool or machine needed to perform the Services shall be supplied by the Company and remain the property of the Company.

- F. **Satisfactory Work.** It is understood between the Parties that the prime purpose of this Agreement is that the premises shall be kept clean, according to reasonable and accepted standards, regardless of the number of times an operation is required to accomplish this purpose. The number of times an operation is performed as shown herein are minimum requirements solely for guideline purposes and may not constitute satisfactory or unsatisfactory performance under the contract.
- G. **Utilities.** All utilities used by the Company to complete the Services, including but not limited to electricity and water, shall be kept to a minimum and only used as required for satisfactory performance of the work requirements. As soon as cleaning activities for each area of this Agreement are completed for a particular shift and if there are no Village employees present, all lights will be extinguished except those used for security and safety purposes. Rooms are to be secured and doors locked.
- H. **Compliance with Federal, State and Local Laws.** The Company shall comply with, and all work shall be accomplished in accordance with all federal, state, and local laws, regulations, and requirements (including but not limited to EPA and OSHA), as well as, all direction provided by the Village and in accordance with the provisions of the contract.
- I. **Keys.** The Village will provide keys to the Community Room for use by the Company. It shall be the responsibility of the Company to see that keys are always secured at the end of any cleaning day. It is the responsibility of the Company to see that the keys are not misplaced, lost, stolen, or copied. The use of keys by any employee of the Company at an unauthorized time or for an unauthorized reason may be grounds for termination of this Agreement. Any person using the keys in an unauthorized manner will be subject to criminal prosecution. In the event that the keys are lost, misplaced, stolen or copied, the Company will notify the Village immediately and will be responsible for the cost of replacement of all locks at the Community Room.
- J. **Authorized Representatives.** The Village's authorized representative for the term of this Agreement shall be:

Diane Wolgamuth, Director of Administration

Phone: 440-471-1048

Email: dwolgamuth@mayfieldvillage.com

The Company's authorized representative for the term of this Agreement shall be:

Beary Frierson, Owner

Phone: 440-598-5815

Email: integritycleaninggroup85@gmail.com

The authorized representatives shall be available via cell phone and e-mail twenty- four (24) hours a day, seven (7) days a week in the event of an emergency or any issue that should arise.

- K. **Relationship of the Parties.** The Parties acknowledge and agree that the Company is an independent contractor and is not an agent or employee of the Village. Nothing in this Agreement shall be construed to create a relationship between the Company and the Village of a partnership, association, or joint venture. Further, the Parties acknowledge that Company is paid a fee, retainer or other payment as per Section C of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on the Village's payroll; and is not controlled or supervised by Village personnel as to the manner of work. Employees, contractors or individuals providing Services on behalf of any "business entity" to the Village under this Agreement are not considered public employees under Ohio law; are not eligible for workers' compensation or unemployment compensation; are not eligible for employee fringe benefits such as vacation or sick leave; do not appear on the Village's payroll; and are not controlled or supervised by Village personnel as to the manner of work.

L. **Insurance.**

- a. The Company shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of the Services and caused by negligent acts, omissions or negligent acts for which the Company may be legally negligent. The Company shall maintain said coverage for the entire Term and any subsequent Renewal Term.
- b. In addition to errors and omissions insurance, the Company shall also secure and maintain, at its own expense, insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- c. The Company shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- d. The Company shall secure and maintain, at its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- e. The Village shall be held harmless for any damage to the Company's property and/or equipment during the course of performance under this Agreement.
- f. The above referenced insurance shall be maintained in full force and effect during the Term of this Agreement and any subsequent Renewal Term. Certificates showing that the Company is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, the Village prior to the start of work on the project and before the Village is obligated

to make any payments to the Company for the work performed under the provision of this Agreement. All such Certificates, with the exception of those for worker's compensation and errors and omissions coverage, shall clearly reflect that the Village of Mayfield is an "Additional Insured".

M. Indemnification.

- a. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Company agrees to indemnify and save the Village, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Company or its employees.
- b. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the Village, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Company, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Company, any subconsultant(s) of the Company, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

N. No Subcontracting. The Company agrees that it shall perform the work utilizing its employees and will not subcontract the work to another cleaning contractor.

O. Assignment of Employees. The Company agrees that it shall permanently assign employee(s) to clean each of the facilities, shall provide in writing to the Village the name(s) of the employee(s) so assigned and shall notify the Village of any change in such permanently assigned employee. Such notification shall be provided before any employee not previously designated arrives on the premises to clean the Community Room. Any change in cleaning personnel can be requested by, and must be approved by, the Village.

P. Background Checks. In addition to the Company's procedure for background checks, The Company agrees that any of its employees assigned to clean the Community Room will be subject to a background check by the Village.

Q. Termination of Agreement. The Parties agree that either the Village or the Company may terminate this Agreement with sixty (60) days written notice to the other.

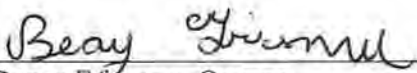
R. Applicable Law. The terms of this Agreement shall be construed under the laws of the State of Ohio.

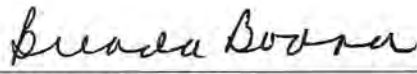
5. **Entire Agreement.** All understandings and agreements made heretofore between the Village and the Company are merged into this Agreement, including any and all Exhibits hereto, which fully and completely expresses the agreement between the Parties and the same is entered into after full investigation, neither party relying upon any statement, representation, agreement or understanding, oral or written, not set forth in this Agreement of an addendum hereto signed by the Parties.
- T. **Counterparts.** This Agreement may be executed in any number of counterparts, each will be considered an original, and together will constitute one Agreement.

This Agreement is entered into on the date first written above.

“THE COMPANY”
INTEGRITY CLEANING GROUP LLC

“THE VILLAGE”
MAYFIELD VILLAGE


 Beary Frierson, Owner


 Brenda T. Bodnar, Mayor

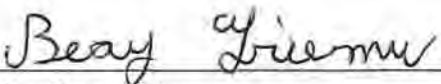

 Stephen Schutt, Council President

Approved as to form:

 Diane A. Calta, Law Director

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding an Agreement for goods, services or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Integrity Cleaning Group LLC, an Ohio limited liability company


 By: Beary Frierson
 Its: Owner

 Date

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement with Mayfield Village, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.



Angie S. Rich, Director of Finance
Mayfield Village, Ohio

Exhibit A

The Community Room

Job Specifications

Entrances

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	7 days/wk.
Dust Mop Hard Surface Floors	7 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	7 days/wk.
Clean Both Sides Of Door Glass And Wipe Frames	1 day/wk.
Spot Clean Entrance Glass	7 days/wk.
Vacuum Walk-Off Mats	7 days/wk.

Lobbies

<u>Task Description</u>	<u>Service Days</u>
Dust All Horizontal Surfaces Within Normal Reach	6 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	7 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	7 days/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	Monthly
Arrange Furniture	7 days/wk.
Empty And Remove Trash, Replace Liner If Needed	7 days/wk.
Spot Vacuum All Carpet	7 days/wk.
Spot Clean Carpet, i.e. Spills	1 day/wk.
Detail Vacuum All Carpet	7 days/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	7 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	7 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	7 days/wk.
Vacuum Walk-Off Mats	7 days/wk.

Conference Rooms

<u>Task Description</u>	<u>Service Days</u>
Dust All Horizontal Surfaces Within Normal Reach	6 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	7 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	7 days/wk.

Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	Monthly
Arrange Furniture	7 days/wk.
Empty And Remove Trash, Replace Liner If Needed	7 days/wk.
Spot Vacuum All Carpet	6 days/wk.
Spot Clean Carpet, i.e. Spills	1 day/wk.
Detail Vacuum All Carpet	7 days/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	7 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	7 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	7 days/wk.

Offices

<u>Task Description</u>	<u>Service Days</u>
Dust All Horizontal Surfaces Within Normal Reach	6 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	2 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	7 days/wk.
Empty And Remove Trash, Replace Liner If Needed	7 days/wk.
Spot Vacuum All Carpet	6 days/wk.
Spot Clean Carpet, i.e. Spills	7 days/wk.
Detail Vacuum All Carpet	7 days/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	7 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	7 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	7 days/wk.

Hallways

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	2 days/wk.
Spot Vacuum All Carpet	7 days/wk.
Spot Clean Carpet, i.e. Spills	1 day/wk.
Detail Vacuum All Carpet	7 days/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	7 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	7 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	7 days/wk.
Clean And Polish Drinking Fountains	7 days/wk.

Restrooms

Task Description

Service Days

Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner

7 days/wk.

Lunchrooms

Task Description

Service Days

Detail Dust - High And Low Areas

Monthly

Spot Clean Vending Machines, Walls And Light Switches

7 days/wk.

Arrange Furniture

7 days/wk.

Spot Vacuum All Carpet

7 days/wk.

Spot Clean Carpet, i.e. Spills

7 days/wk.

Detail Vacuum All Carpet

7 days/wk.

Detail Vacuum - Corners And Edges

Monthly

Dust Mop Hard Surface Floors

7 days/wk.

Damp Mop Hard Surface Floors- Use Appropriate Cleaner

7 days/wk.

Damp Wipe All Lunchroom Tables

7 days/wk.

Damp Wipe Eating Area Chairs

7 days/wk.

Damp Wipe Countertops Using Appropriate Cleaner

7 days/wk.

Clean Sinks Using Appropriate Cleaner

7 days/wk.

Clean Coffee Machine/Station

7 days/wk.

Vacuum Walk-Off Mats

7 days/wk.

Damp Clean Interior And Exterior Of Microwave

7 days/wk.

Empty And Remove Trash

7 days/wk.

Clean Refrigerator, Empty Contents If Requested

Monthly

Utility Rooms

Task Description

Service Days

Detail Dust - High And Low Areas

Monthly

Spot Clean All Walls, Light Switches And Doors

7 days/wk.

Spot Vacuum All Carpet

7 days/wk.

Sweep Hard Surface Floors

7 days/wk.

Spot Mop Stains And Spills Using Appropriate Cleaner

7 days/wk.

Other Requirements

Task Description

Service Days

Site Supervision

7 days/wk.

Gather Supplies And Equipment For Shift

7 days/wk.

Clean And Arrange Janitor Closet

7 days/wk.

Prepare For The Next Day

7 days/wk.

Turn Off Lights - Per Instructions

7 days/wk.

Shut And Lock Doors, Set Alarm - Per Instructions

7 days/wk.