

RESOLUTION NO. 13- 2148

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE AGREEMENT WITH KELLY JANITORIAL SERVICES INC., FOR JANITORIAL SERVICES THROUGHOUT TOWN HALL; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") wishes to retain Kelly Janitorial Systems, Inc. (hereinafter "KELLY") to provide janitorial service three times per week at Town Hall for a one year period for an annual cost of \$10,656; and

WHEREAS, Town Hall is approximately 25,400 square feet, is utilized by more than 85 employees during business hours, consists of 28 offices, 11 restrooms, two locker rooms, Commission Chambers, training room, kitchen/lounge area, and a gym; and

WHEREAS, all of the cleaning and maintaining of Town Hall falls upon one staff member; and

WHEREAS, the current level of in-house service is insufficient to do the necessary cleaning and maintenance of such a large high usage facility; and

WHEREAS, in response to resident comments and an obvious need, Staff has sought three proposals from janitorial service companies and KELLY's proposal represented the lowest cost to the Town; and

WHEREAS, the cost of the janitorial services will partially be off-set by the reduction in overtime being paid to the staff member and the remaining cost will be funded from the Public Works Department budget; and

WHEREAS, the Town Commission finds that approval of the Agreement between KELLY and the Town is in the best interest of the Town.

NOW, THERE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement between KELLY and the Town of Surfside to provide janitorial services three times per week for a year (Attachment "A"), together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend Public Works funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of April, 2013.

Motion by Comm. Graubart, second by Vice Mayor Karukin.

FINAL VOTE ON ADOPTION


Commissioner Joseph Graubart
Commissioner Michelle Kligman
Commissioner Marta Olchyk
Vice Mayor Michael Karukin
Mayor Daniel Dietch

yes
yes
yes
yes
yes




Daniel Dietch, Mayor

ATTEST



Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller
Interim Town Attorney

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ATTACHMENT "A"

ADDENDUM TO AGREEMENT

Between

KELLY JANITORIAL SYSTEMS, INC. AND THE TOWN OF SURFSIDE, FLORIDA.

This ADDENDUM TO THE SERVICE AGREEMENT AND PROPOSAL, (collectively, "AGREEMENT"), is made and entered into this ____ day of _____, 20__, by and between Kelly Janitorial Systems, Inc., his/her HEIRS, SUCCESSORS, DEVISEES, AGENTS, ASSIGNS, REPRESENTATIVES and INTERESTS (hereinafter "KELLY") and the Town of Surfside, including, without limitation, any and all of its agencies, boards, the Town of Surfside and commissions, their insurer(s), officers, directors, employees, representatives, and agents, (hereinafter the "Town").

WHEREAS, KELLY intends to provide janitorial services; and

WHEREAS, the services to be provided are detailed on the KELLY proposal and agreement (attached as exhibit "A").

NOW, THEREFORE, in exchange for the mutual promises contained herein, the parties agree as follows:

Terms and Conditions

1. **Addendum Controlling.** In the event there is a conflict between the terms and conditions of the Addendum and of the Service Agreement, KELLY's proposal, or any attachments, exhibits or amendments thereto and this Addendum, this Addendum shall control.
2. **Hold Harmless and Indemnification.** For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, KELLY agrees to indemnify, defend and hold harmless, the Town, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the KELLY, agents or other personnel entity acting under KELLY's control in connection with the KELLY's performance of services under this Agreement and to that extent the KELLY shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the Town in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by KELLY shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of KELLY or any agent or employee of KELLY regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
3. **Entire Agreement.** This Agreement, any Addendum thereto shall constitute the entire agreement and understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties and approved by the Town Attorney. Nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the Town and KELLY.
4. **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body, If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will

- remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
5. **Governing Law.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Miami-Dade County, Florida.
 6. **Service Charge.** The service charge will remain in effect for one year unless there are SUBSTANTIAL changes in the original specifications for the premises. In the event of such changes, the Town agrees to provide KELLY notice of such changes and KELLY agrees to provide Town with estimated cost of changes within seven (7) days receipt of such notice.
 7. **Sovereign Immunity.** Nothing in this agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
 8. **Termination/Late Fees.** KELLY will provide an invoice for services to the Town not less than thirty (30) days from the billing due date. The Town as a municipal corporation will never pay an early termination charge, or similar penalty or imposition, or a monthly late charge under any circumstances. KELLY's sole remedy for payments it claims are due are to receive simple interest at the rate of twelve (12%) per cent per annum on the unpaid balance in accordance with the applicable provisions of the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.
 9. **Independent Contractor Relationship.** KELLY, including its employees, is an independent Contractor and shall be treated as such for all purposes. Nothing contained in this agreement or any action of the parties shall be construed to constitute or to render KELLY as an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent contractor other than those obligations which have been or shall have been undertaken by the Town. KELLY shall be responsible for any and all of its own expenses in performing its duties as contemplated under this agreement. The Town shall not be responsible for any expense incurred by KELLY. The Town shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of KELLY other than those set forth in this agreement. KELLY shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this agreement.
 10. **Most Favored Nation.** KELLY agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, the Town may provide KELLY with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement without penalty or early termination fee, subject to the terms and conditions herein, by providing thirty (30) days advance written notice to KELLY, such notice to be given no later than one hundred (100) days from the New Agreement Notice.
 11. **Conflict of Interest.** KELLY agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by Town of Surfside Ordinance No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. KELLY covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.
 12. **Public Records.** KELLY agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by Town to KELLY pursuant to this Agreement shall at all times remain the property of Town, shall be returned to Town, and shall not be used by KELLY for any other purpose without the written consent of the Town.
 13. **Notices.** All notices and communications required herein shall be in writing and shall be given by personal delivery, by certified or registered mail, return receipt request, addressed to the respective Party as set forth below or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

To KELLY JANITORIAL SYSTEMS, INC:
Kelly Janitorial Systems, Inc
2130 SW 94th Ct.
MIAMI, FL 33165
Attn. Luisa Alonso
Email: Kelly@kellyjanitorial.com

To the Town of Surfside:
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Attn: John DiCenso, Interim Public Works Director
Email: jdicenso@townofsurfsidefl.gov

With copy to:
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Attn: Linda Miller, Interim Town Attorney
Email: lmiller@townofsurfsidefl.gov

IN WITNESS WHEREOF, the parties, intending to be legally bound, hereby have executed this Agreement as of the date set forth.

TOWN OF SURFSIDE

A Florida Municipal Corporation,

BY: _____
Roger M. Carlton, Town Manager

Date

BY: _____
_____/Authorized Representative
KELLY Janitorial Systems, Inc.

Date

Attest: _____
Sandra Novoa, CMC, Town Clerk

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE TOWN OF
SURFSIDE ONLY:

BY: _____
Linda Miller, Interim Town Attorney

Date

KELLY JANITORIAL AGREEMENT

The undersigned TOWN OF SURFSIDE (CUSTOMER) hereby accepts the proposal of KELLY JANITORIAL SYSTEMS, Inc., for our premises located at: TOWN OF SURFSIDE 9293 Harding Ave.Surfside, FL 33154 , upon the following terms:

1. KELLY JANITORIAL's service charge will be the amount of: SEE ATTACHMENT "A"
2. KELLY JANITORIAL shall provide general liability insurance and a janitorial bond as specified on the certificate of insurance.
3. The customer account is payable in full ten (10) days of the billing date. Past due amounts will accrue interest at the rate of one 1.5% per month or twelve 18% per annum. In the event of default on payment, CUSTOMER agrees to pay KELLY JANITORIAL attorney's fees and costs for collection.
4. The term of this contract is for one (1) year from the first day of service and will automatically period for an additional one year period upon each anniversary date. If a party to this cleaning Agreement fails to perform according to its obligations hereunder, ("the non-performing pay), the party claiming non-performance (the claiming party") will send the non-performing party written notice by certified mail, specifying the manner of nonperformance. This notice will provide that the non-performing party will have fifteen (15) days from the receipt of the notice to cure or correct the items of nonperformance. If these items have not been corrected or cured within this fifteen (15) days period, the claiming party may then terminate this Agreement by sending the non-performing party a thirty (30) day written notice termination.
5. The CUSTOMER shall provide KELLY JANITORIAL with 2 sets of keys, one to be used for supervisory personnel and one for the cleaning crew.
6. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise KELLY JANITORIAL accordingly.
7. Upon termination of this Agreement by either party for any reason, it will be understood and agreed that the CUSTOMER shall not hire or use KELLY JANITORIAL personnel or individuals who were engaged by KELLY JANITORIAL for one hundred twenty(120) days after the termination of this Agreement, without KELLY JANITORIAL's written consent.

SIGNED BY: _____

Kelly Janitorial Systems, Inc.

DATE: _____

SIGNED BY: _____

Customer:

GENERAL INFORMATION AND PROCEDURES

High quality service does not come by accident. KELLY JANITORIAL is a distinctive service centered organization that has set high quality as our GOAL. We work continuously and tirelessly toward that goal.

QUALITY INSPECTIONS: Your account executive will perform unannounced inspections at different times of the day. This practice assures KELLY JANITORIAL'S high standards and encourages feedback from our customers.

RULES AND REGULATIONS: It is understood that KELLY JANITORIAL'S personnel shall comply with any building rules and that the aforementioned schedule may vary from time(s) to time(s), according to the needs of CUSTOMER.

EQUIPMENT AND SUPPLIES: As per our contract agreement, KELLY JANITORIAL will furnish equipment and labor.

COMMUNICATIONS: We work when you work. - So we will always be available when you need us. KELLY JANITORIAL is able to assist you with any cleaning matters 24 hours a day.

The following days are statutory holidays in which KELLY JANITORIAL shall not be obligated to perform any service; New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Upon three(3) days written notice by building KELLY JANITORIAL will perform services on said days at use (2) times the normal daily rate.

ATTACHMENT A

TOWN OF SURFSIDE CLEANING SERVICES

PROPOSAL

PRICES

CITY HALL:

- a. Janitorial services: 3 times per week services will be \$887.86 PER MONTH (\$68.34 per visit).
- b. Janitorial services: 5 times per week services will be \$1387.86 PER MONTH(\$64.10 per visit)

COMMUNITY CENTER:

- a. Janitorial Services: 5 times per week services will be \$587.86 PER MONTH (\$27.15 per visit).
- b. Janitorial services 6 times per week services will be \$687.86.86 PER MONTH (\$26.47)

KELLY JANITORIAL –BEST OPTION for the Town of Surfside:

CITY HALL:

PORTER-(employee of the town): 40 hours per week: To be used for City Hall and Community Center).
Janitorial services 5 times per week services: \$1387.86 PER MONTH

COMMUNITY CENTER:

Janitorial services 6 times per week services \$687.00

Note: NO PORTER SERVICES. Because the porter in the City Hall will have less cleaning duties in the City, he will have time to do the periodic light cleaning in the Community Center during the day and at night the cleaning crew will do the deep cleaning of the Community Center 6 times per week.

TOTAL for CITY HALL & COMMUNITY CENTER: \$2074.86

THE PRICE INCLUDE:

- a. Janitorial services labor- see scope of services.
- b. Equipment
- c. Cleaning supplies
- d. Shampoo carpets twice per year and remove stains as needed
- e. Scrub machine restrooms on quarterly basis.
- f. All insurances including workers Compensation and Liability of KELLY PERSONNEL.

KELLY JANITORIAL'S CLEANING SCHEDULE

For the City Hall and Community Center
3 or 5 or 6 times per week services

ENTRANCE(S), LOBBY, OFFICES, CONFERENCE ROOM, KITCHEN AREA & COMMON AREAS.	Daily D	Weekly W	Monthl y M	Upon Request UR
Dust & clean all fixtures including machines, credenzas, desks, counter tops. Arrange furniture in proper position.	D			
All waste paper receptacles emptied and taken to a designated area in building for removal, replace liners as needed. Plastic bags provided by Client.	D			
All internal glass partitions and entrance doors dusted; smudges and fingerprints removed	D			
Clean desks whenever place available	D			
Spot clean doors, light switches		w		
Sweep & police for litter in the stairs.	D			
Clean & polish elevators.	D			
High dusting in credenzas and places out of reach.			M	
Dust molding and door's wood or frames. Dust pictures frames, Clean window sills			M	
<u>FLOORS, CARPET, TILE, CONCRETE.</u>				
Vacuum all carpeted areas.				
All ceramic and resilient floor area dust mopped, all ceramic tile floor areas damp mopped	D			
Shampoo carpets				Twice per year
<u>RESTROOMS</u>				
Empty all waste receptacles. Wash as necessary.	D			
Clean and polish all dispensers and fixtures	D			
Clean and disinfect wash basin, toilet bowls and urinals.	D			
Spot clean tile wall and toilet partitions.	D			
All restroom partitions washed and cleaned with a germicidal detergent	D			
Clean all metal and mirrors, doors on both sides.	D			
All paper products restocked (Supplies furnished by CLIENT)	D			
Mop all lavatory floors with disinfectant using clean mop.	D			
<u>WINDOW CLEANING</u>				
Entrance glass doors	D			
Clean windows outside/inside				UR

KELLY JANITORIAL'S REFERENCE LIST

LEGAL SERVICES OF GEATER MIAMI. 3000 Biscayne Blvd. Miami, FL.
4 floors building.
Client since 1995
Mr. Luis Diaz . 305-576-0080

City of Aventura City Hall, Community Center, 2 Charter Schools, 2 Parks
5 floors
Clients since 2000 to 2012
Mr. Julio Garcia 305-525-0896

BAL HARBOUR CITY HALL, POLICE STATION, DISPATCH
Client since 2004
Ms. Andrea 305-866-4633

SUNSET BUILDING
Client since 2008
Mr. Gary Einsenberg 786-486-6666

3 BUILDINGS FROM **FLORIDA TURNPIKE** Milepost 65, 99 & 145, SUNPASS
OPERATION BUILDING
Client since 2010
Turnpike Buildings MILEPOST 65, 99 & 145
Mr. Gordon 954-214-3801

CONCORDE CENTER II 2999 NE 191ST. Street, Aventura, FL.
12 floors building.
Client since 1990
Mr. Joaquin Delgado 305-887-9801

OTHER IMPORTANT CLIENTS:

Florida Turnpike SUNPASS Operation Center in Boca Raton,
City of South Miami
City of Palmetto bay 2008-2012 (in house now)