

VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2017-36

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL  
OFFICER TO EXECUTE A MAINTENANCE AGREEMENT WITH B&B  
FRANCHISING, LLC DBA JANI-KING OF CINCINNATI (JANI-KING) FOR  
JANITORIAL SERVICES FOR THE VARIOUS VILLAGE BUILDINGS**

**WHEREAS**, Staff has solicited proposals from janitorial companies and is recommending Jani-King of Cincinnati.

**WHEREAS**, Jani-King has provided the attached Agreement for services for a twelve (12) month period.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

**Section 1.** That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Maintenance Agreement with Jani-King, a copy of which is attached hereto.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this      day of      , 2017.

Attest: \_\_\_\_\_

Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:

(if applicable)

Effective Date –

Vote - \_\_\_\_ Yeas

\_\_\_\_ Nays

First Reading – 6/15/2017

Effective Date –    /    / 2017

Second Reading – 7/6/2017

Third Reading – 7/20/2017

Vote - 4 Yeas

2 absent

\_\_\_\_ Nays

Prepared by and approved as to form:

PAUL R. REVELSON

VILLAGE SOLICITOR

SOUTH LEBANON, OHIO

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

Date: \_\_\_\_\_

7/22/17

B&B Franchising LLC  
D/b/a Jani-King of Cincinnati  
3800 Red Bank Rd.  
Cincinnati, OH 45227  
Phone: (513) 771-8006  
Fax: (513) 771-8335



**United States**

Albuquerque  
Atlanta • Austin  
Baltimore  
Baton Rouge  
Birmingham • Boston  
Buffalo • Charleston  
Charlotte • Chicago  
Cincinnati • Cleveland  
Colton • Columbia  
Columbus • Dallas  
Dayton • Denver  
Detroit • Fort Worth  
Greensboro  
Greenville/Spartanburg  
Hampton Roads  
Hartford • Hawaii  
Houston • Indianapolis  
Jackson • Jacksonville  
Kansas City  
Knoxville • Las Vegas  
Los Angeles • Louisville  
Memphis • Miami  
Milwaukee  
Minneapolis  
New Mexico  
New Jersey • Nashville  
New Orleans  
New York • Oakland  
Oklahoma City  
Orlando  
Philadelphia  
Phoenix • Pittsburgh  
Portland  
Raleigh/Durham  
Rhode Island  
Richmond  
Sacramento  
Salt Lake City  
San Antonio • San Diego  
San Francisco  
Seattle  
St. Louis • Tampa Bay  
Tucson • Tulsa  
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Windsor

**Great Britain**

Birmingham  
London

**France**

**Korea**

**Mexico**

Monterrey

**New Zealand**

**Singapore**

**Spain**

**Turkey**

Istanbul

**Taiwan**

July 18, 2017

Village of South Lebanon

Jerry Haddix

99 High Street

103 W. Forrest Avenue

South Lebanon, OH 45065

Dear Jerry Haddix:

Thank you for taking the time to meet with me and discuss your facilities unique commercial cleaning needs. It is with great pleasure that Jani-King of Cincinnati provides you with the following customized cleaning proposal that we guarantee will meet and exceed your needs.

After thorough analysis of your facility, and backed by over 40 years of successful commercial cleaning experience, Jani-King of Cincinnati appreciates the opportunity to show the difference a truly professional cleaning company can have on your facility.

Your customized cleaning proposal is inclusive of all labor, supervision, cleaning equipment and supplies and contains the following:

- ☐ Company Profile
- ☐ Quality Control
- ☐ Customized Cleaning Schedule
- ☐ Pricing Schedule
- ☐ Maintenance Agreement
- ☐ Certificate of Liability Insurance
- ☐ Workers Compensation Insurance

Jani-King of Cincinnati understands that a successful relationship is built on communication and trust. We take our commitment to you very seriously because we know our future success depends on your continued satisfaction. **At Jani-King, we believe the customer is King!** That is why our dedicated operations team is available 24 hours a day, 7 days a week, to respond to our client's needs, and immediately deliver **RESULTS!**

In the event that you have questions or would like additional information please do not hesitate to contact me at (513) 771-8006 or by email at, [PJhofferberth@janikingcin.com](mailto:PJhofferberth@janikingcin.com).

Best Regards,

PJ Hofferberth

Business Development Advisor

Jani-King of Cincinnati





## **Additional Services Offered By Jani-King**

### **HIGH SPEED BURNISHING:**

The process includes following wet mopping procedures to apply a layer of restorer onto the floor surface, then burnishing the floor. Burnishing will remove soil, heel, and scuff marks in the top layers of floor finish, as well as to produce a brilliant shine.

### **TOP SCRUB AND RECOAT:**

This process will remove a portion of the top layers of floor finish, which contains the majority of the soil, dirt deposits, or other water soluble substances. Scrubbing is necessary when wet mopping and burnishing fail to remove soil and scratches from the hard surface floor; and prior to reapplying floor finish.

### **STRIPPING AND RECOATING:**

Stripping is to remove all traces of the old finish in preparation for applying new coats of floor finish. Four to five coats of new floor finish will be applied. This will provide the floor with a protective coating and to fill pores and inconsistencies on the floor surface as well as provides skid resistance.

### **CARPET EXTRACTION:**

Carpet Extraction is a deep cleaning corrective procedure. In extraction, pressure jets spray a cleaning chemical/hot water solution into the carpet. The Extractor immediately vacuums up the soiled cleaning solution into a recovery tank. The purpose of extraction is to deep clean the carpet to bring back an acceptable level of appearance.

*Care will be exercised so that baseboards, walls and furniture will not be splashed, marred, disfigured or damaged during these operations.*

**\*\*\* Please ask your sales professional today for a quote\*\*\***

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Village of South Lebanon
99 High Street and 103 W. Forrest Avenue
South Lebanon
Ohio
Jerry Haddix

Named Areas:

A.	Offices/Conference Room
B.	Restrooms
C.	Break Room

I. EACH CLEANING

A. OFFICES/CONFERENCE ROOM

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point.  
(Client provides trash receptacle liners)
2. Vacuum carpeting. Jani-King will not be responsible for removal of staples from carpets.
3. Clean and polish drinking fountains and water coolers.
4. Thoroughly dust the open areas of all horizontal surfaces, including desktops, files, window ledges, chairs, tables, and all manner of furnishings using a **Micro-fiber cloth**.
5. Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
6. Dust mop hard surface floors using a **Micro Fiber Flat Mop System**.
7. Damp mop hard surface floors, taking care to get into corners, along edges, and beneath furniture.
8. Damp wipe entrance metal and fingerprints on entrance glass.
9. Spot clean front glass door.
10. Use an industry standard disinfectant for proper sanitation.

Client Initials NLA

## B. RESTROOMS

1. Stock towels, tissue and soap. (To be furnished by Client.)
2. Empty sanitary receptacles and wipe with a disinfectant.
3. Empty trash receptacles and disinfect.
4. Clean mirrors.
5. Wipe towel dispenser covers.
6. Clean and disinfect, inside and outside, all surfaces of toilets and urinals.
7. Scour and disinfect all basins. Polish bright work.
8. Remove splash marks from walls around basins, toilets, urinals and partitions.
9. Sweep/vacuum, wet mop and rinse restroom floors with a neutral sanitizer.

## C. BREAK ROOM

1. All trash receptacles are to be emptied and trash removed to collection point.  
(Liners will be furnished by Client.)
2. Clean and polish drinking fountain.
3. Damp wipe all tables, chairs, counters, and trash receptacles.
4. Clean and polish all sinks.
5. Damp wipe exterior of all microwaves and refrigerators.
6. Dust mop hard surface floors using a **Micro Fiber Flat Mop System**.
7. Damp mop hard surface floor, taking care to get into corners, along edges, and beneath furniture.
8. Use an industry standard disinfectant for proper sanitation.

Client Initials NLA

## II. WEEKLY CLEANING

### A. ALL NAMED AREAS

1. Dust all vertical surfaces of window sills, desk, file cabinets, chairs, tables, and other furniture.
2. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.

## III. MONTHLY CLEANING

### A. ALL NAMED AREAS

1. Accomplished all high dusting to a maximum of twelve feet, including picture frames, blinds, door frames, ceiling vents, and cobweb areas.
2. Remove fingerprints and marks from around light switches and door frames.

Client Initials NLA



## PRICING SCHEDULE

FOR

### Village of South Lebanon

99 High Street and 103 W. Forrest Avenue

South Lebanon, OH 45065

The Premises will be serviced 1 times per week  
for a charge of:

**THREE HUNDRED DOLLARS**  
**(\$300.00)**

**Tax Not Included**  
**PER MONTH**

A handwritten signature in blue ink, appearing to read "James D. Smith", written over a horizontal line.

Client Signature

Mayor  
Print Name/Title

A handwritten signature in blue ink, appearing to read "PJ Hofferberth", written over a horizontal line.

Jani-King Signature

PJ Hofferberth/Business Development Advisor  
Print Name/Title





## JANI-KING OF CINCINNATI MAINTENANCE AGREEMENT



This Maintenance Agreement ("Agreement") is made as of the Effective Date outlined in Section 1.1, by and between, B&B FRANCHISING, LLC d/b/a JANI-KING OF CINCINNATI ("Jani-King"), and Village of South Lebanon. ("Client")

### Facility Location:

Village of South Lebanon  
99 High Street  
South Lebanon, OH 45065

### 1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the 1 day of August, 2017 - As soon as possible
- 1.2. The term of this Agreement shall be for **TWELVE (12)** months from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in the Cleaning Schedule, as attached hereto and made a part of this Maintenance Agreement. M, Tu, We
- 1.4. The Services shall be performed at the location(s) listed under "Facility Location" of this Maintenance Agreement.
- 1.5. Jani-King agrees to provide the Service to the Named Areas (1) times per week on the days circled: TIME 5 pm to 6 am

Monday      Tuesday      Wednesday      Thursday      Friday      Saturday      Sunday

- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services and maintain the named areas in a neat, clean, and orderly condition as outlined in the Cleaning Schedule.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King personnel's exposure to hazardous or harmful materials located in Named Areas.
- 1.8. Jani-King agrees to carry at least \$5,000,000 in general liability insurance coverage as well as Workers Compensation coverage as prescribed by law.

### 2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum of \$300.00 also stated in the Pricing Schedule, attached hereto, on or before the last day of each month that Services are rendered. If applicable, Client agrees to pay for any charges relating to an Initial Clean and/or any future authorized additional cleaning Client may request. Client agrees to pay all sales or use tax levied by a taxing authority on the value of the Services rendered or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice. Jani-King agrees to provide Client an invoice a minimum of 30 days prior to its due date.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area(s) of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in Section 2.1. may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights.

### 3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owners will not be within the protection or coverage of Client's Workers Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

### 4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.



4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party.

In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification of the failure to satisfactorily cure the defect. In the event the second notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipt delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

## **5. GENERAL PROVISIONS**

5.1. Client agrees to provide Jani-King, its designated Quality Control employees, and franchise owner reasonable access to all areas in which cleaning is being contractually performed during regular business hours to perform routine quality control checks and inspections.

5.2. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.

5.3. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent.

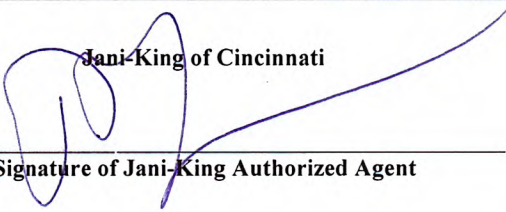
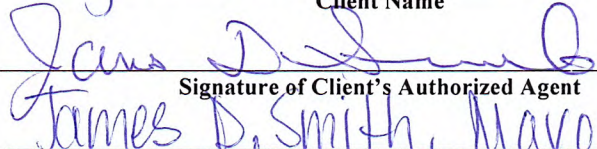
5.4. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.5. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of Hamilton County, Ohio.

5.6. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.

5.7. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

<p> _____ <b>Jani-King of Cincinnati</b> Signature of Jani-King Authorized Agent <b>PJ Hofferberth/Business Development Advisor</b> Print Name/Title</p>	<p><b>Village of South Lebanon</b> _____ <b>Client Name</b>  _____ <b>Signature of Client's Authorized Agent</b> <b>James D. Smith, Mayor</b> Print Name/Title <b>N/A</b> _____ <b>Client Contacts E-mail Address</b></p>
<p><b>Notice Address for Jani-King of Cincinnati:</b> <b>Attn: Operations Department</b> <b>3800 Red Bank Rd.</b> <b>Cincinnati, OH 45227</b></p>	<p><b>Billing and Notice Address of Client:</b> A/P Name: <b>Nicole Armstrong, Fiscal Officer</b> <b>99 N High St</b> _____ <b>Address</b> <b>South Lebanon, OH 45065</b> _____ <b>City, State, Zip Code</b> <b>513-494-2296</b> <b>narmstrong@southlebanonohio.org</b> _____ <b>Phone Number</b> <b>E-Mail Address</b></p>