

JANITORIAL CONTRACT

Agreement made, effective as of August 5, 2024, by and between City of Dyersville, Iowa referred to in this agreement as owner, and TJ Cleaning Services, of 31710 Olde Castle Rd, Dyersville, IA 52040, referred to in this agreement as contractor.

In consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE - WORK TO BE DONE

Contractor will perform for owner, in a satisfactory manner as to quality and subject to the provisions of this agreement, the services set forth in detail in Exhibit A attached to this agreement on the premises located at 340 1st Avenue East, Dyersville, Iowa, and 338 1st Avenue East, Dyersville Iowa and used as a City Hall & Police Department.

SECTION TWO - LABOR AND EQUIPMENT

A. Contractor will furnish all labor necessary to the performance of the duties under and pursuant to this agreement.

B. Contractor will use such equipment or materials provided by owner as is necessary to the careful performance of the duties under and pursuant to this agreement, but should such equipment or materials be lost, damaged or destroyed, contractor will reimburse owner for the replacement of such equipment or materials with equipment and materials of equal value and for costs and expenses incidental to such replacement.

SECTION THREE - TIME OF WORK

A. Contractor will perform the duties under and pursuant to this agreement outside of normal business hours of City Hall, with the Police Department cleaning to be done as arranged with the Chief of Police.

B. In any event, contractor will perform the duties in such manner as to avoid inconvenience to the users of the premises and interference with owner's operations.

SECTION FOUR - COMPLIANCE WITH LAW

Contractor will secure all permits required to perform the duties under and pursuant to this agreement and will comply with all applicable federal, state, county and municipal laws, ordinances, rules and regulations.

SECTION FIVE - INDEMNIFICATION OF OWNER

A. Contractor will indemnify owner against any and all liability, demands, claims, suits, losses, damages, causes of action, fines, or judgments including costs, attorneys' and witnesses' fees and

expenses incident thereto for injuries (including death) to persons or property arising out of or in connection with contractor's performances of the duties under and pursuant to this agreement, unless caused by the gross negligence or willful misconduct of owner.

B. Owner will give contractor prompt written notice of any such demand, claim or suit against owner, and contractor shall have the right to compromise or defend any such demand, claim or suit to the extent of his/her own interest.

C. Contractor will provide a certificate of insurance showing \$1,000,000.00 in general liability and workers compensation coverage.

SECTION SIX - PAYMENT TO CONTRACTOR

Owner will pay the contractor \$ 250.00 per week. Payment will be made consistent with owner's normal billing procedure.

SECTION SEVEN - DURATION OF AGREEMENT

This agreement shall become effective on the date stated above and shall continue thereafter until terminated by either party on 30 days' written notice to the other.

SECTION EIGHT - ASSIGNMENT

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

SECTION NINE - NOTICE

A party giving notice as provided for by this agreement shall send such notice by United States mail, postage prepaid, to the address of the other party set forth immediately before Section One of this agreement or to such other addresses as the party shall designate in writing.

SECTION TEN - NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or to the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION ELEVEN - BINDING EFFECT

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

SECTION TWELVE - GOVERNING LAW

It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

SECTION THIRTEEN - ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

SECTION FOURTEEN - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION FIFTEEN - MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION SIXTEEN - ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

SECTION SEVENTEEN - PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid on the interpretation of the provisions of this agreement.

In witness, each party to this agreement has caused it to be executed at Dyersville, Iowa, on the date indicated below.

Dated August 5, 2024.

CONTRACTOR

**OWNER
CITY OF DYERSVILLE**

Tim & Joyce Singsank

BY: _____
Jeff Jacque, Mayor