

## JANITORIAL SERVICES AGREEMENT

This Agreement made this 4th day of January 2022 between the Florida Clerks of Court Operations Corporation (hereinafter the "Corporation"), having its principal place of business at 2560-102 Barrington Circle, Tallahassee, Florida 32308, and Tallahassee Cleaning Solutions (hereinafter "Vendor"), 1822 Barrington Road, Monticello, Florida 32344.

### **SECTION 1: SERVICES**

- 1.1 The Corporation hereby retains Vendor to furnish certain services, information, and items as provided below, but reserves the right to select additional contractors.
- 1.2 Services that may be provided by Vendor to the Corporation pursuant to this Agreement and hereinafter defined shall include specific areas of:
  - A. Janitorial Services
- 1.3 Services to be provided by Vendor as delineated and hereinafter defined shall be provided as desired and to the extent determined by the Corporation, as directed.
- 1.4 Services to be provided by Vendor shall be performed and delivered at the Corporation's principal place of business.

### **SECTION 2: DEFINITION AND SCOPE OF SERVICES**

#### 2.1 Bi-weekly cleaning

- Reception area and office spaces: vacuum front entry and carpet; vacuum all carpeted areas, dust and/or damp wipe all exposed horizontal surfaces and furniture with disinfectant as applicable: desks and glass tabled surfaces, conference table, chairs, and other furniture, remove cobwebs from front entry and immediate surrounding areas, remove fingerprints and marks from around light switches and door frames, interior windows and framed pictures as applicable; spot clean and wipe all internal glass/windows as needed, empty waste receptacles, and replace liners and wash as needed, empty shredder receptacle in copy room as required.
- Bathrooms: Stock toilet tissue, paper towels, facial tissues and hand soap, empty waste receptacles and wipe if needed and replace liners as required, clean and polish mirrors, wipe down doors and remove all dust and prints, clean, sanitize and polish all toilet basins, sweep and mop restroom floors with disinfectant.
- Kitchen: Wipe down doors and remove all dust and prints, damp wipe down kitchen surfaces and appliances, (microwave, refrigerator, toaster oven, table, cabinets, and countertop), sweep and mop kitchen floor with disinfectant, empty waste receptacles and wipe if needed and replace liners as required.

2.2 Deep cleaning- Such cleanings will be only approved by the CCOC Executive Director prior to such cleaning.

- Entire Office Space: Shampoo and deep clean all carpeted surfaces, polish, buff and/or wax wood and linoleum floors as applicable, wash interior of building windows, change vent filters (filters supplied by CCOC), polish all brass knobs and door handles.

### **SECTION 3: RESPONSIBILITIES OF VENDOR**

#### **3.1 Responsibility of Equipment and Supplies**

It is understood that all cleaning products and equipment shall be supplied directly by the vendor to perform all services described herein but does not limit vendor from performing other such standard cleaning services that would normally be performed within said scope of work.

#### **3.2 Bond and Insurance**

To the extent required by law, the vendor shall maintain its Bond and Liability Insurance with limits of \$1,000,000 or more per occurrence, for the life of this agreement.

#### **3.3 Confidentiality**

The vendor recognizes and acknowledges while performing agreed upon services, that their personnel may come upon access to matters, that the functions the Corporation performs, which are, by Florida Statute, confidential (hereinafter referred to as "confidential information") and that any unauthorized disclosure of same would cause irreparable damage. Vendor agrees that in will not at any time during or after the term of the agreement disclose any confidential information to any whatsoever. Accordingly, the Corporation may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies available by law, which may be available. The vendor hereby recognizes that disclosure of confidential information would be a breach of this agreement however; any information made public by Florida law shall be exempt from this provision.

### **SECTION 4: RESPONSIBILITIES OF CORPORATION**

It is understood that toilet paper, paper towels, hand soap and trash bag liners will be provided by the Corporation for the vendor to use for restocking the office during service visits.

### **SECTION 5: COSTS AND FREQUENCY**

#### **5.1 Rate of Payment**

The Corporation's performance and obligation to pay under this contract is contingent upon an annual appropriation by the State of Florida Legislature.

- (a) Payment shall be \$205 per month for routine cleaning as specified above.
- (b) Deep cleaning services describe above but not limited to, shall be performed at a negotiated rate of \$250.

## 5.2 Frequency

- (a) Routine janitorial services shall be performed on a bi-weekly basis according to a day and time that both parties agree upon and will continue a bi-weekly basis until the agreement is terminated or canceled under provisions of this agreement.
- (b) Deep cleaning services shall be requested and performed on an as-needed basis and shall not be obligated to a certain number of occurrences per calendar year.

## SECTION 6: TERM OF AGREEMENT

### 6.1 Term

This Agreement shall be effective upon the later of the dates signed by the parties and continuing until the Agreement is terminated or canceled under provisions of the Agreement, but no later than December 31, 2022.

On or before end of the term of this Agreement and any extension thereof, the Corporation shall review the performance of the previous term and, in its sole discretion, shall have the option to extend this Agreement an additional year, for up to two (2) additional years, not to exceed a total of three (3) years.

### 6.2 Termination Limitations

Either party may terminate this agreement for convenience upon providing (10) calendar days termination notice to the other party in writing.

### 6.3 Mutual Rescission

The parties may mutually agree in writing to terminate this Agreement without further notice.

### 6.4 Cancellation

If either the Corporation or the Vendor violates its obligations under this Agreement, the other party may cancel this Agreement by sending Cancellation Notice describing the noncompliance to the other party. Upon receiving Cancellation Notice, the noncompliant party shall have ten (10) business days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten (10) business days, the other party shall have the right to cancel this Agreement as of the eleventh day after the date of the Cancellation Notice.

### 6.5 Cancellation Without Notice

Notwithstanding other provisions herein, either party may cancel this Agreement without notice upon the earliest to occur of the following events:

- (a) Fraud or Dishonesty: The Corporation or the Vendor commits an act of fraud or dishonesty pursuant to the provisions of this Agreement;

- (b) Failure to Perform: The Corporation or the Vendor fails to perform pursuant to the provisions of this Agreement;
- (c) Felony Conviction: The Corporation or the Vendor is convicted of a felony.

6.6 Notice

All communications shall be in writing. Notices shall be delivered by Certified or Registered Mail - Return Receipt Requested - or by hand to the address set forth below for each party to this Agreement. Notice shall be deemed given on the date of receipt, as evidenced in the case of Certified or Registered Mail by Return Receipt.

**CORPORATION**

John Dew  
Executive Director  
Clerks of Court Operations Corporation  
2560-102 Barrington Circle  
Tallahassee, Florida 32308

**Tallahassee Cleaning Solutions**

Colby Clayton  
Owner  
1822 Barrington Road  
Monticello, Florida 32344

6.7 Pronouns/Gender

Pronouns and nouns shall refer to the masculine, feminine, singular or plural, as the context shall require.

6.8 Equitable Remedies

The parties hereby acknowledge that damages at law may be an inadequate remedy to the parties. In addition to other rights, which may be available, the parties shall have the right of specific performance, injunction, or other equitable remedy in the event of a breach or threatened breach of this Agreement by the other party.

6.9 Litigation Expenses

In the event of litigation or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover its responsible and necessary attorneys' fees and costs.

6.10 Waiver

Waiver of any breach of this Agreement shall not constitute a waiver of any other breach. All remedies under this Agreement are in addition to equitable remedies and remedies provided by law, and are cumulative. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

6.11 Assignments

Any and all assignments of rights hereunder by the Corporation and the Vendor shall be void.

6.12 Public Announcements

All public announcements of the relationship of the Corporation and Association under this Agreement shall be subject to the prior written approval of the Corporation.

### 6.13 Arbitration

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, that cannot be otherwise resolved, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("Rules of the AAA"), as amended and in effect on the date of service of the demand for arbitration. Any award by the arbitrator shall specify which party is to be deemed the prevailing party. The AAA's and arbitrator's expenses and fees, together with other arbitration expenses including reasonable attorney's fees of the prevailing party, shall be paid for by the non-prevailing party or reimbursed to the prevailing party if advanced by the prevailing party. Judgment, upon the award rendered by the arbitrators, may be vacated by a court of competent jurisdiction in Leon County, Florida. Each party shall have the right of discovery as set forth in the Florida Rules of Civil Procedure.

### 6.14 No Minimum Level of Work

No minimum level of work is guaranteed as a result of this Agreement. This Agreement is not intended to be a sole source contract or an exclusive contract.

### 6.15 Fraud Policy

Pursuant to F.S. 112.311, the Corporation and the Vendor acknowledge the following Fraud Policy of the Corporation exists to guard against fraudulent, unethical, and dishonest acts and identify responsibilities for preventing, detecting, reporting, and investigating such. Sections 6.21-6.23 below outline the Fraud Policy and Procedures of the Corporation (therein "CCOC").

### 6.16 Background/Objective

The CCOC recognizes the importance of protecting the organization, its operations, its employees and its assets against financial risks, operational breaches, and unethical activities. Therefore, it is incumbent upon CCOC's Executive Director to institute and clearly communicate the fraud prevention policy to employees, both internal and external customers, vendors, and partners.

The CCOC is committed to the highest standards of moral and ethical behavior. Breaches of these standards, especially through acts involving fraudulent, unethical, and other dishonest behavior, are not only costly, but they erode the public's trust and confidence in the integrity of the agency. By issuing this formal policy statement, the CCOC hereby reaffirms its longstanding duty and responsibility to aggressively combat such behavior.

The CCOC recognizes a zero-tolerance policy regarding fraud and corruption. All matters raised by any source will be taken seriously and properly investigated. This policy covers all CCOC employees and Council Members. Additionally, this policy covers consultants, vendors, contractors, outside agency, or a person doing business with the agency or in any other relationship with the agency to the extent that the CCOC resources are involved or impacted.

An employee who, in good faith, reports wrongful activity meeting the provisions of s. 112.3187, F.S. (Whistle-blower's Act), is protected against retaliation for making such a report. The law also provides for the individual's identity to remain confidential. Regardless as to whether or not the provisions of the Whistle-blower's Act are met, it is a violation of this policy for anyone to retaliate against an employee for reporting, in good faith, allegations of wrongdoing, or participating in the investigation of such.



The CCOC's policy is to promote consistent, legal, and ethical organizational behavior by:

- assigning responsibility for reporting fraud, theft, waste, or abuse;
- institute preventive measures designed to deter these activities or make them easier to detect;
- providing guidelines for reporting and investigating suspected fraudulent behavior;
- requiring each employee to attend fraud awareness training;

Failure to comply with this policy subjects an employee (including management) to disciplinary action, including immediate termination. Failure to comply by a consultant, vendor, contractor, outside agency, or a person doing business with the agency or in any other relationship with the agency could result in cancellation of the business or other relationship between the entity and the CCOC.

For purposes of this policy only the term **fraud** or **fraudulent** includes theft, waste, and abuse as defined below. The term **employee** also includes employees in management positions. The term **management** includes council members, managers, assistant managers, supervisors, and any other employee who has authority to sign another employee's performance evaluation and/or timesheet.

### **Definitions and Examples of Fraud, Waste, Abuse and Corruption**

**Fraud** is defined as an intentional deception designed to obtain a benefit or advantage or to cause some benefit that is due to be denied. Fraud generally involves a willful or deliberate act or omission with the intention of obtaining an unauthorized benefit, service, property, or something of value by deception, misrepresentation, or other unethical or unlawful means. Fraud can be committed through many methods, including mail, wire, telephone, and the Internet. Fraudulent, unethical, and other dishonest acts may include, but are not limited to, the following:

- Forgery or alteration of a check, bank draft, any other financial document, or computer records;
- Falsification or misrepresentation of reports to management and external agencies, including time sheets, official travel claims for reimbursement, or other expense reimbursement reports;
- Knowingly authorizing or receiving payment for time not worked;
- Misappropriation of funds, securities, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Engaging in unauthorized activities that result in a conflict of interest;
- Disclosing confidential or proprietary information to unauthorized individuals;
- Removal of agency property, records, or other assets from the premises without supervisory approval;
- Unauthorized use or destruction of agency property, records, or other agency assets; and
- Taking and using information or providing the information that would lead to identity theft.
- Theft of cash or fixed assets;
- Failure to account for monies collected;
- Knowingly providing false information on job applications and requests for funding;

#### **6.17 Investigate**

Upon reviewing allegations of fraudulent, unethical, or dishonest acts, if the Executive Director determines an investigation is warranted, he/she shall appoint a qualified individual or entity to investigate the reported activity after consulting with the General Counsel. In those instances where the investigation by the Executive Director–Appointee indicates potential criminal activity, the investigation shall immediately be turned over to the Florida Department of Law Enforcement and the State Attorney's Office.

During the investigation, the Constitutional rights of all persons are to be observed. The accused will be afforded the opportunity to respond to the allegations or matters being investigated. The rights of the accused will be safeguarded throughout the investigation.

Pursuant to this policy, all employees are to cooperate fully with those performing an investigation. An employee who does not fully cooperate with an authorized investigation may be disciplined, up to and including termination of employment. An employee may be required to answer any questions that are within the scope of the employee's employment, whether such questions are asked in an investigation conducted by the Executive Director Appointee or Human Resources.

The investigation shall be completed expeditiously and in accordance with established procedures. The results of the investigation conducted by the Executive Director Appointee shall be communicated, either orally or in writing, to the Executive Director.

Allegations or matters of conduct deemed outside the scope of this policy, such as supervisory or personnel-related issues, may be referred to the respective area of management or the Human Resources Section for review and appropriate action.

### 6.18 Actions

Employees, consultants, vendors, contractors, outside agency, or a person doing business with the agency or in any other relationship with the agency to the extent that the CCOC resources are involved or impacted is determined to have participated in fraudulent, unethical, or dishonest acts will be subject to disciplinary action in accordance with personnel policies and rules. Criminal, civil, and/or other administrative actions may also be taken against employees who are found to have participated in unlawful acts. Criminal action falls within the sole purview of local, state, or federal law enforcement, as well as prosecuting and judicial authorities. In those instances where disciplinary and/or other administrative action is warranted, the Human Resources Section, or other appropriate office, shall be consulted prior to taking such actions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date of January 4, 2022.

**Florida Court Clerk of Court  
Operations Corporation**

**Tallahassee Cleaning Solutions.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

JD Peacock  
Chair

Colby Clayton  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date