



Bullitt County Public Schools

Way 44 East
Covington, Kentucky 40165 Fax: 502-543-3608

Phone: 502-869-8000

www.bullittschools.org

Memo

To: Jesse Bacon, Superintendent *JB*

From: Tony Roth, Interim Director of Facilities **Tony**



Date: September 2, 2021

Re: Request to Hire Sub Custodians

The request is to hire sub custodians on contract through FMS. The need is caused by lack of applicants and Covid absences. The goal is to hire 5 sub custodians and place them in areas of need. At present, we are staffing these positions with maintenance workers, which is causing a backlog of work orders. These custodians will work 8 hours per day. We will have the flexibility to move them where the need is in the district. Cost per hour per employee is \$21.50, including company charges. Custodial pay will be in line with district's pay scale.



THIS MAINTENANCE SERVICE AGREEMENT (the "Agreement") entered into this 3rd day of September 2021 by Bullitt County Public Schools (hereinafter referred to as the "Company"), and Facilities Management Services, PBC, whose mailing address is 1500 Lytle Street, Louisville, KY 40203 (hereinafter referred to as the "Contractor" and together with the Company, the "Parties" and individually, a "Party"), for services to be provided at assigned schools within Bullitt County Public School district.

The Contractor shall, in accordance with the terms, conditions and specifications set forth in this Agreement, furnish to the Company such building maintenance services (the "Services") as outlined in the provided "Scope of Work" described below for a period beginning September 2021 through May 31, 2022 (the "Term"). In consideration of the above, the Company agrees to pay to the Contractor aggregate consideration of \$21.50 per hour for the Services specified in the Maintenance Service Agreement, with the exceptions outlined below, together with any other costs incurred for additional services as requested by the Company.

The Parties further agree as follows:

1. All Services, and other work, shall be performed by the Contractor in a workmanlike manner, and the Contractor shall provide regular inspections, by the Contractor's supervisory personnel, of all premises for which services are provided.
2. The Company and Contractor will work in partnership to direct tasks and responsibilities to any persons employed or hired by the Contractor in the performance of Services.
3. All supplies, equipment and property brought on to the premises by the Contractor shall remain the property of the Contractor and shall not be subject to any lien or encumbrance resulting from any action of or against the Company. The Contractor may remove such property during the Company's normal business hours at the Contractor's convenience.
4. The Company agrees to provide a secure area for the Contractor's equipment and supplies storage and to refrain from using the Contractor's equipment and or supplies without expressed written permission from the Contractor.
5. The Contractor shall carry in full force during the duration of this Agreement, worker's compensation and liability insurance in accordance with Kentucky law.
6. Either Party may, with or without cause, terminate this Agreement upon 30 days written notice to the other Party.
7. In case of a material breach of any provision of this Agreement, the non-breaching Party shall have the right, at its option, to terminate this Agreement without notice, however, Company shall pay for all Services performed prior to termination.
8. The Company and the Contractor agree that this Agreement is valid unless the Company, at least 30 days prior to the expiration of this contract, delivers written notice to the Contractor that this Agreement shall not be renewed.
9. Notice to the Parties, as herein required, and shall be given in writing, by certified mail, at the above listed addresses. Any termination of this Agreement by either Party shall occur at the end of the month following 30 days after notice.
10. Modifications to this Agreement may be made by mutual consent of both Parties, which consent must be in writing and signed by both Parties.

Please Initial _____



11. The Company may, at its option, request the Contractor to perform additional services beyond the Services. However, the Company agrees that any additional services will be performed at an additional labor rate of \$21.50 per hour regular time and \$32 per hour OT. Such additional services shall be performed in accordance with the terms of this Agreement.
12. Neither Party may assign its rights under this Agreement without prior written consent of the other Party.
13. No services shall be performed by the Contractor, its employees or subcontractors which, in the Contractor's sole discretion, pose a safety hazard.
14. Contractor shall not be held responsible, liable or in breach of this Agreement for specified work during any natural disaster or other cause that render completion of the Services impossible or unduly dangerous or burdensome.
15. During the Term of this Agreement or in the event of its termination for convenience by the Company, the Company shall not entertain bids from nor solicit employment of subcontractors or employees of the Contractor for a period of 12 months following such termination.
16. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
17. It is agreed by both parties that should the scope of services change during the contract period, either by new specifications or by added cleanable space, that there will be an amendment written to this Agreement to allow for a billing adjustment.
18. Each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents and representatives, harmless from and against any claims, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of the negligent acts or omissions or willful misconduct of the indemnifying party, its employees, agents or representatives in the performance of this Agreement, excluding claims, liabilities, damages and expenses resulting from the negligence or willful misconduct of the other party, its employees, agents or representatives. This provision shall survive the termination of this Agreement.
19. Invoices for Services shall be billed on the first day of each month, in advance, and is due and payable within thirty days of the first of the month. Any invoice for additional services shall be due within thirty days of the invoice date. Company shall pay a \$150 late fee on any unpaid or late-paid invoice, and all unpaid balances shall also incur interest at 1.5% per month. Company shall pay all costs and reasonable attorney fees of Contractor incurred as a result of Contractor having to seek collection of any unpaid balance from Company or otherwise resulting from any breach of this Agreement by Company. Company also understands and agrees that Contractor shall have a right to file a materialman's lien on any premises where Services are performed to the extent of any unpaid balance.
20. Contractor shall not be liable to Company for any indirect, incidental or consequential damages resulting from Services performed and/or any breach of this Agreement, and any and all damages claimed by or recoverable by Company for any claim whatsoever shall never exceed amounts paid by Company to Contractor for Services.

Please Initial _____



Bullitt County Public Schools shall be named as additional insureds.

Total Fee for Services:

\$21.50 per hour

Additional Information:

- A.) The Contractor will provide onsite staff of five (5) Daytime cleaners.
 - a. FMS will work to staff positions as quickly as possible
- B.) Consumable products such as toilet paper, paper towels, hand soap and trash liners, all tools necessary to clean and all equipment needed to perform cleaning tasks will be provided by company.
- C.) The Company will provide all equipment.
- D.) The Contractor will provide cleaning (FIVE) days a week during school hours Monday- Friday.

FACILITIES MANAGEMENT SERVICES, PBC:

Signature

Title

Date

I have authority to bind the Corporation.

BULLITT COUNTY PUBLIC SCHOOLS:

Signature

Title

Date

I have authority to bind the Corporation.



Please Initial _____