

Service Agreement

This agreement is effective by and between **Scioto, L.L.C. dba Alpha & Omega Building Services**, with its primary office at 2843 Culver Ave, Dayton, OH 45429, (hereinafter referred to as "**VENDOR**"), and Elizabethtown Jsh, with its primary office at Elizabethtown, KY, 42701, (hereinafter referred to as "**Customer**")

1. **Engagement.** Customer engages and hereby employs VENDOR as an independent contractor to provide janitorial maintenance services for the building(s) known as: Panther Academy, Elizabethtown High School, and Central Office. VENDOR shall begin providing said services on 10/10/2022.

2. **Term.** This Agreement shall begin on 10/10/2022 and shall be good for a period of two (2) years. This Agreement shall automatically renew afterward annually for ONE (1) year periods unless cancelled in writing by either party 60 days prior to the end of term. Either party may cancel this agreement during the term with 60 days written notice. After Year 1 of the initial term and annually thereafter, the price will increase in the same proportion as the Consumer Price Index* (CPI-U) percent change during the most recently released annual period.. *CPI-U as per Bureau of Labor Statistics: All Urban Consumers, Unadjusted, All Items, Midwest Region.

3. **Services.** The services to be provided by VENDOR are identified in the schedules and specifications attached hereto as Exhibit A (hereinafter the "Services"). If Customer desires VENDOR to provide additional services, products, and/or equipment beyond the scope of the Services identified in Exhibit A, the Parties shall mutually agree in writing as to whether, and on what terms, the additional services, products and/or equipment shall be provided.

Customer agrees to provide products and equipment necessary to perform the services described in the attached Exhibit A.

4. **Holidays.** VENDOR does not schedule service on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Pricing has already been adjusted accordingly. Should Customer desire service on these days, an additional fee will be required.

5. **Compensation.** Customer shall compensate VENDOR for the Services in the amount of **\$23,847.08 per month plus applicable taxes**. The pricing for routine services shall be good through 10/9/2023.

Customer agrees that the compensation set forth in this paragraph 5 is subject to escalation by reason of increases in the State or Federal Minimum Wage law.

6. **Payment Terms.** VENDOR invoice terms call for payment net 30 days upon receipt. VENDOR does not accept payment by credit card. Interest will accrue on all invoices that are not paid in full within 30 days of the date of the invoice at the rate of 18% per annum. Failure to pay invoices within thirty (30) days will be considered a breach of this contract and could result in discontinuance of our services without prior notice. Should expenses be incurred as a result of our attempt to collect invoice payments, including attorney fees reasonable fees may be assessed. Any deviations from these terms must have written approval.

7. **Insurance.** VENDOR shall maintain workers' compensation, bodily injury, and property damage liability insurance for the term of this Agreement. Certificate naming Customer as additional insured is available upon request.

8. **Indemnification.** VENDOR shall defend, indemnify, and hold Customer harmless from and against all claims, liability, costs, or expenses for any injury or death to any person or damage to any property whatsoever arising out of or in any way relating to any act or omission of VENDOR at VENDOR's sole expense.

Customer shall defend, indemnify, and hold VENDOR harmless from and against all claims, liability, costs, or expenses for any injury or death to any person or damage to any property whatsoever arising out of or in any way relating to any act or omission of Customer at Customer's sole expense.

9. **Safe Work Environment.** VENDOR agrees to maintain a safe work environment and to follow all safety regulations relating to the services being provided. Customer agrees to provide VENDOR with a safe environment and to provide information on anything within the building that could pose a hazard to VENDOR employees such as asbestos, hazardous chemicals, etc.

10. **Storage Area.** Customer agrees to provide storage space, and access to water for product dilution dispensing.

11. **Non-Solicitation.** Both parties agree that they will not directly or indirectly hire personnel from the other party's employment during and for up to one year after the termination of this agreement, unless agreed upon in writing by both parties. In the event that such mutual consent is not obtained, the hiring party hereby agrees to compensate the other part in the amount of thirty- three percent (33%) of the annualized wages of the person hired payable before start date.
12. **Assignment.** All of the rights, benefits, duties, liabilities and obligations of the parties shall inure to the benefit of and be binding upon the parties' respective successors and assigns.
13. **Modification.** No provision of this Agreement shall be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing signed by parties hereto. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this Agreement have been made by either party which are not set forth expressly in this Agreement.
14. **Governing Law and Venue.** This Agreement shall be interpreted, enforced and governed in accordance with Minnesota law and venue in Ramsey County, Minnesota.

Scioto, L.L.C. dba Alpha & Omega Building Services

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Elizabethtown Independent Schools

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

Cleaning Specifications

The following specifications are to be used as a guideline.

Daily and Weekly Cleaning Specs – During the School Year

Classrooms - Daily

Floors: spot vacuum, spot dust, spot mop
Remove trash and replace liner (if necessary)
Remove visible debris from desk and tabletops
Clean classroom sink
Clean white boards
Empty pencil sharpeners
Refill paper and soap dispensers

Classrooms -Weekly

Damp mop floor
Clean door glass and door frame
Spot clean walls around trash cans
Clean and disinfect desk and tabletops

Restrooms -Daily

Sweep floors
Empty trash and replace liners
Refill paper and soap dispensers
Remove graffiti
Clean mirrors
Clean and disinfect sinks
Clean and disinfect toilets and urinals
Spot clean walls and partitions
Damp mop floor

Entrances, Hallways, Stairs, and Lobbies - Daily

Dust mop/sweep floors and stairs
Auto scrub or wet mop floor
Vacuum carpet and walk-off mats
Clean entry door glass and side panels
Clean and disinfect drinking fountains
Remove trash and replace liners (if necessary)
Spot clean walls and locker fronts of graffiti

Entrances, Hallways, Stairs, and Lobbies - Weekly

Dust ledges
Wet mop stairs
Clean display case glass
Buff floors

Media Centers, Computer Rooms, Offices, and Teachers' Lounge - Daily

Floors: spot vacuum, spot dust, spot mop
Remove trash and replace liners (if necessary)
Clean countertops and tabletops
Clean entry glass
Clean and disinfect sinks, toilets, and floors (where applicable)

Media Centers, Offices, and Computer Rooms - Weekly

Dust ledges and bookcases
Dust computers
Spot clean walls and door frames

Gymnasiums - Daily

Sweep and dust mop floor
Spot mop floor
Vacuum walk-off mats
Remove trash and replace liner (if necessary)
Locker rooms receive same cleaning as restrooms above
Lobby receives same cleaning as lobbies above

Gymnasiums – Semi -Weekly

Auto scrub gym floor

Summer/Holiday Cleaning Specs

Classrooms

Wash student furniture
Wash walls and boards (8 feet and below)
Wash doors and door frames
Clean inside of windows
Clean trash cans
Top scrub and refinish floors on rotating basis in coordination with school administration

Restrooms and Locker Rooms

Clean mirrors
Clean and disinfect sinks
Clean and disinfect toilets and urinals
Clean walls and partitions
Clean trash cans
Clean dispensers
Top scrub and refinish floors on rotating basis in coordination with school administration

Entrances, Hallways, Stairs, and Lobbies

Wash walls, railings, etc. (8 feet and below)
Clean inside of windows
Top scrub and refinish floors on rotating basis in coordination with school administration

Media Centers, Computer Rooms, Offices, and Teachers' Lounge

Wash all furniture
Wash walls eight feet and below
Clean inside of windows

Gymnasiums

Wash walls eight feet and below