

**COPY**

**RESOLUTION NO. R20-23**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH MESSY JESSIE'S CLEANING SERVICE FOR CLEANING SERVICES FOR CITY HALL.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Contract between the City of Laurel and Messy Jessie's Cleaning Service for cleaning services for City Hall, a copy attached hereto, is hereby approved.


Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to execute said contract on behalf of the City.

Introduced at a regular meeting of the City Council on April 28, 2020 by Council Member Wilke.

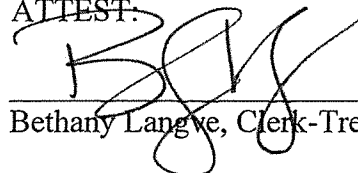
PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 28<sup>th</sup> day of April 2020.

APPROVED by the Mayor this 28<sup>th</sup> day of April 2020.


CITY OF LAUREL

  
Thomas C. Nelson, Mayor

ATTEST:

  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

  
Sam Painter Civil City Attorney

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 28<sup>th</sup> day of April 2020, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Messy Jessie's Cleaning Service, a contractor licensed to conduct business in the State of Montana, whose address is 1805 Sartorie road Billings Montana 59105, hereinafter referred to as "Contractor".

### **SECTION ONE DESCRIPTION OF SERVICES**

- A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid attached hereto as Exhibit "A" and by this reference made part of this contract.
- B. Effective Date and Term. This contract is effective upon the date of its execution by both Parties. The term of the contract is six (6) months. The contract shall terminate at the end of the term. The Parties may extend the contract by mutual agreement, through a signed writing
- C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, applicable industry standards, and Exhibit "A."

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor three hundred fifty dollars (\$350.00) for the initial deep clean. Thereafter, City shall pay Contractor two hundred fifty dollars (\$250.00) per week not to exceed one thousand dollars (\$1,000.00) per month for the work pursuant to Exhibit A. Any alteration or deviation from the described work that involves extra costs must be performed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to payment, Contractor shall provide City with an invoice for all charges.

### **SECTION THREE CITY'S RESPONSIBILITIES**

Upon performance of the contract, inspection and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

### **SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES**

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the

results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor shall be usable and of suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. Contractor has examined the facilities and/or has made an examination/inspection. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

F. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

G. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

H. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

## **SECTION FIVE INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. Contractor shall maintain insurance as provided in Exhibit A.

**SECTION SIX  
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN  
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT  
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE  
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN  
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN  
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 sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE  
ENTIRE AGREEMENT**

This Contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH  
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract 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 FOURTEEN  
SEVERABILITY**

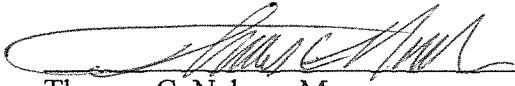
Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN  
PARAGRAPH HEADINGS**

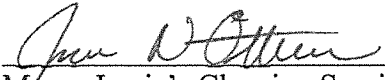
The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 28<sup>th</sup> DAY OF APRIL 2020.

CITY OF LAUREL

  
\_\_\_\_\_  
Thomas C. Nelson, Mayor

CONTRACTOR

  
\_\_\_\_\_  
Messy Jessie's Cleaning Service

ATTEST:

  
\_\_\_\_\_  
Bethany Langye, Clerk/Treasurer

Employer Identification Number





# Western Surety Company

## RIDER

It is hereby mutually agreed and understood by and between the principal and Western Surety Company, that instead of as originally written:

No changes are made.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond \_\_\_\_\_, except as hereinabove set forth.

This Rider becomes effective on the 29th day of April, 2020, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond \_\_\_\_\_ No. 65053351  
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,  
to Jessica Ottema dba Messy Jessie's Cleaning Services

Signed this 29th day of April, 2020.

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Janitorial Service

bond with bond number 65053351

for Jessica Ottema dba Messy Jessie's Cleaning Services  
as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 29th day of April, 2020.

ATTEST

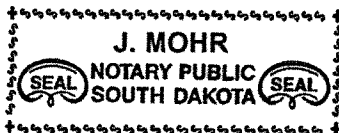
L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 29th day of April, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr  
My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.







# EXHIBIT A

## Description of Services for City Hall

1. Initial Cleaning. Complete deep clean from the ceilings (lights, fans, vents) down the walls hitting light switches and windows/doors down to the baseboards/floors. Clean and dust everything including pictures, shelves, computers, phones, chairs and anything else that you can see or touch in each office or common area. I will not move, disturb or remove any papers or files on each desk.

2. Routine Cleaning. After the initial cleaning, the building will be cleaned, with trashes emptied and removed, three days per week: Sundays, Tuesdays, and Thursdays as follows:

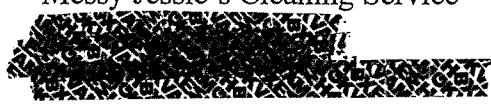
- Sunday: Clean, disinfect and dust all conference rooms and general public common areas including deep clean for all bathrooms. (4 hours)
- Tuesday and Thursday: Clean, disinfect and dust all offices and kitchen areas including a light clean and disinfect for each bathroom. (3 hours per day)

3. Contractor Insurance and Bond: At all times, Contractor shall remain bonded and possess general commercial liability insurance with at least a \$1,000,000 limit.

4. Payment Provision: City shall pay Contractor \$350 for the initial deep cleaning. Thereafter, City shall pay Contractor \$250 per week or \$1000 per month, payable monthly.

CONTRACTOR

  
Messy Jessie's Cleaning Service



Employer Identification Number

