

Facility & Support Services

600 West Fourth Street
Davenport, Iowa 52801
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Item #9
4/17/18

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April 2, 2018

To: Mahesh Sharma
County Administrator

From: Tammy Speidel, Director
Facility and Support Services

Subj: Scott County Waste Commission- Custodial Services Contract

Mahesh,

As a follow up to the discussion with the Board of Supervisors and the Waste Commission on March 6, 2018 with regards to providing custodial services for the Waste Commission, FSS prepared a contract to provide custodial services and associated staff costs. Both the County Attorney's Office and the Waste Commission have reviewed the proposed contract.

As you recall, the Waste Commission reached out to FSS for assistance in an effort to properly maintain their buildings and protect their capital investment. They currently have a third party performing their custodial work; however their facilities are not being maintained at a level that meets their needs.

As you may recall, Scott County currently partners with the Waste Commission in several areas; this enhanced proposed relationship supports the Board's strategic goal of inter-governmental cooperation.

Approval of the contract will require that Scott County hire a .45FTE position (19.5 hours/week) for the Landfill location and a .72FTE position (29 hours/week) for the Recycling & Demanufacturing location. Neither of these staffing levels is considered benefit eligible. Salary cost for these two staff, any other custodial or administrative staff time, and equipment or supply costs associated with these locations will be billed to the Waste Commission on a quarterly basis.

I recommend that the Board approve this contractual agreement with the Waste Commission.

I will be at the next Committee of the Whole to answer any questions you or the Board may have.

CC: Kathy Morris, Director, Waste Commission of Scott County
Bryce Stalcup, Special Waste Manager, Waste Commission of Scott County
FSS Management Team

CUSTODIAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 20th day of April, 2018, by the Waste Commission of Scott County (Commission), a 28E agreement entity pursuant to the Iowa Code, and Scott County.

RECITALS

WHEREAS, Scott County has identified the mission of the Facility & Support Services (FSS) Custodial Services Program as:

To maintain a clean and sanitary atmosphere in Scott County Facilities and other supported governmental agencies by performing various custodial duties such as:

- Sweeping
- Mopping
- Scrubbing
- Stripping/ Refinishing/ Buffing hard surface flooring
- Vacuum
- Bonnet clean / extract carpeted flooring
- Clean and sanitize lavatories
- Cleans glass in hallways, doors and partitions
- Dusts
- Cleans windows
- Removes trash and recyclables
- Locks exterior doors, activates alarms, and secures interior areas as assigned
- Safe work practices in blood borne pathogen cleanup which includes but is not limited to blood, bodily fluids and other potentially infectious microorganisms
- Follow procedures for the use of chemical cleaners and power equipment to prevent damage to floors and fixtures
- Mix water and detergents or acids in containers to prepare cleaning solutions, according to manufacturer's specifications.

WHEREAS, Scott County will provide ongoing supervision of FSS staff assigned to Waste Commission locations by:

- Performing onsite inspections of custodial work to ensure appropriate levels of work performance
- Supervising, directing, and coaching FSS staff
- Ordering supplies and equipment necessary to complete tasks noted above
- Coordinating and scheduling of project work

WHEREAS, Waste Commission of Scott County is an inter-governmental agency whose members include 17 communities and Scott County that share a mission of providing environmentally sound and economically feasible solid waste management.

WHEREAS, Waste Commission of Scott County recognizes Scott County Facility & Support Services expertise and the benefit to the commission through a partnership with Scott County.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Commission and Scott County agree as follows:

ARTICLE I

FACILITY & SUPPORT SERVICES- CUSTODIAL SERVICES DELIVERY

Section 1.01 Service Specifications

- A) Scott County FSS will monitor, administer, and maintain Waste Commission locations as follows:
 - a. Waste Commission of Scott County Landfill located at 11555 110th Ave, Davenport, IA 52804
 - b. Electronic Demanufacturing located at 1048 E 49th Street, Davenport, IA 52807
 - c. Recycling Center and Household Hazardous Material Facility located at 5640 Carey Ave, Davenport, IA 52807
- B) Services will be provided based on the Job Descriptions provided by Scott County for the Custodial Worker Position. SEE ATTACHMENT
- C) Staffing levels will be as follows:
 - a. Landfill location will be staffed by .45 FTE, which is established as 19.5 hours per week. Hours shall consist of Monday- Thursday 4:30 p.m. thru 8:30 p.m. and Friday from 4:30 p.m. thru 8:00 p.m.
 - b. Electronic Demanufacturing and Recycling Center shall be considered a combined location and will be staffed by .72 FTE, which is established as Monday-Thursday 4:30 p.m. thru 10:30 p.m. and Friday from 4:30 p.m. thru 9:30 p.m.
- D) No services will be provided on those days that Scott County recognizes as holidays.
- E) Additional staff may be required for deep cleaning or other project work.
- F) It is understood that start and end times may be slightly adjusted from time to time to fill vacancies.

**ARTICLE II
RECORDKEEPING AND REPORTING REQUIREMENTS**

Scott County shall prepare and maintain proper, accurate and complete records and accounts of all transactions related to Facility & Support Services and provision of services under this Agreement. On a quarterly basis, in conjunction with invoices, Scott County shall provide appropriate reports to the Commission of the services undertaken pursuant to this agreement.

**ARTICLE III
PAYMENT, FEES AND REVENUES**

Section 3.01 Invoice and Payment. Scott County shall invoice the Commission for services provided on a quarterly basis. Payment shall be made within 45 days of receipt of Scott County's invoice. Failure of the Commission to make timely payments shall be grounds for termination of this Agreement.

Section 3.02 FSS Fees. FSS service rates shall be paid according to Schedule 1 attached hereto. Rates are subject to evaluation and modification on an annual basis, based on loaded wages, calculated by Scott County Human Resources and obtained by FSS as of July 1st of each calendar year.

- a) for actual hours provided according to the Labor Rates Table in Schedule 1.

Section 3.03 Pass-through Costs. Costs associated with the purchasing of equipment or supply items for the Waste Commission Locations as determined by mutual agreement between the Commission and Scott County shall be invoiced quarterly.

**ARTICLE IV
TERM OF THE AGREEMENT**

This Agreement shall extend from April 20, 2018 to June 30, 2020 and shall renew automatically on an annual basis on July 1 of each year thereafter unless specifically terminated.

**ARTICLE V
TERMINATION**

This Agreement may be terminated under the following conditions:

Section 5.01 Termination by the Commission. The Commission may terminate this Agreement if: (a) Scott county fails to complete the contractual obligations; or (b) The Commission is dissolved; or (c) The Commission sells or permanently suspends operations.

Section 5.02 Termination by Scott County. This Agreement may be terminated by Scott county if: (a) Scott county is no longer able to complete the contractual obligations.

Section 5.03 Termination Due to Changes in Law. The Commission and/or Scott County may terminate this Agreement if a change in state or federal law or in the ordinances of any local governmental body makes it impossible for the party to comply with both the material terms of the Agreement and the requirements of such State or federal law or local ordinances.

Section 5.04 Termination by Mutual Agreement. This Agreement may be terminated by the mutual agreement of the Commission and Scott County.

Section 5.05 Notice and Effect of Termination.

- (a) Except as otherwise provided in this Agreement, the Commission or Scott County may terminate this agreement 180 days after notice of intent to terminate is given to the other party.
- (b) Should the Agreement be terminated, conditions of the Agreement shall remain in effect for all materials delivered prior to the effective date of termination.

ARTICLE VI INSURANCE

The Commission agrees that in order to protect itself and Scott County, it will at all times during the term of this Agreement, keep in force and effect casualty and property insurance policies issued by a company or companies authorized to do business in the State of Iowa.

Certificates of insurance shall be kept on file at the Commission and provided to Scott County upon request.

ARTICLE VII MISCELLANEOUS

Section 7.01 Amendment. This Agreement, except for Schedule 1 attached hereto, shall be amended only in writing by mutual consent of the Commission and Scott County. Scott County will on a yearly basis amend Schedule 1 of this Agreement and shall provide the Commission with reasonable notice of any change in FSS Custodial services and/or labor rates.

Section 7.02 Notice. Any notice or other communications required or permitted hereunder shall be in writing by first class mail, postage prepaid, and addressed as follows:

- (a) To Commission:
Waste Commission of Scott County
Attn: Director
11555 110th Avenue
Davenport, IA 52804
Phone: (563) 381-1300
Fax: (563) 381-1301

- (b) To Scott County:
Scott County Facility & Support Services
Attn: Facility & Support Services Director
600 W. 4th St.
Davenport, IA 52801
Phone: (563) 328-3241
Fax: (563) 328-3245

Section 7.03 Severability. All parts and provisions of this Agreement are severable. If any parts or provisions shall be held invalid, the rest of the Agreement shall remain in effect.

Section 7.04 Joint and Several Liability. The Commission and Scott County bind themselves jointly and severally, their successors, executors, administrators and assigns in respect to all covenants of this Agreement.

Section 7.05 Entire Agreement. This Agreement, with attachments incorporated by reference, is the entire Agreement between the Commission and Scott County. No modification of this Agreement shall be valid or effective unless made in writing and signed by the agents hereto.

Section 7.06 Access. Scott County or its representatives may visit or inspect Commission facilities at any reasonable time during the term of this Agreement after giving the Commission reasonable notice. Any such visits shall be conducted in a manner that does not cause unreasonable interference with the Commission's operations. All visitors to Commission facilities shall comply with all reasonable safety and security rules adopted by the Commission.

Section 7.07 Governing Law. This Agreement is governed in all respects by the laws of the State of Iowa and all obligations are enforceable in accordance with those laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Waste Commission of Scott County

By: _____ Date: _____

Name: _____ Title: _____

Scott County

By: _____ Date: _____

Name: _____ Title: _____

**SCHEDULE 1
FACILITY & SUPPORT SERVICES LABOR RATES- FY19**

Director	\$62.24/hr
Custodial Coordinator	\$34.04/hr
Custodial Worker PT	\$17.08/hr
Custodial Worker	Actual Cost Varies on Employee

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 19, 2018

APPROVAL OF STAFFING ADJUSTMENTS IN THE
FACILITY SUPPORT SERVICES DEPARTMENT

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the table of organization for the Facility Support Services Department be increased by 1.17 FTE to reflect the addition of one .45 and one .72 custodial worker that will be assigned to work at the Scott County Waste Commission locations.

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 19, 2018

APPROVAL OF CONTRACT TO PROVIDE CUSTODIAL SERVICES FOR THE SCOTT COUNTY WASTE COMMISSION.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the contract to provide Custodial Services is approved.
- Section 2. That the Director of Facility & Support Services is hereby authorized to execute contract documents on behalf of the Scott County Board of Supervisors
- Section 3. This resolution shall take effect immediately.