

**ORDINANCE NO. 1601**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A 6 MONTH SERVICE AGREEMENT WITH JANI-KING FOR \$52,860**

**WHEREAS**, the City of Canby currently contracts with Jani-King for janitorial services; and;

**WHEREAS**, the City of Canby desires to extend janitorial services for an additional six months to allow for a full RFP process to extend janitorial services for a longer amount of time; and;

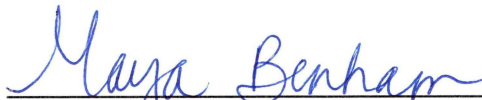
**WHEREAS**, in accordance with Oregon Public Contracting law, three quotes were received and reviewed for price and other value; and

**WHEREAS**, Jani-King can provide continuity and high quality service at a similar price to others.

**NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:**

**Section 1.** The Interim City Administrator is hereby authorized on behalf of the City to enter into a 6 month agreement with Jani-King for janitorial services. A copy of the Agreement is attached hereto as Exhibit "A."

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 17, 2023, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, June 7, 2023, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

  
\_\_\_\_\_  
Maya Benham  
City Recorder

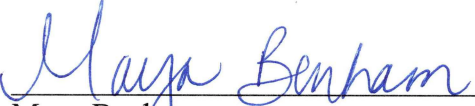
**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 7<sup>th</sup> day of June 2023, by the following vote:

YEAS 6

NAYS 0

  
\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

  
\_\_\_\_\_  
Maya Benham  
City Recorder



Floor drains - Add water and enzymes.			X
<b>RECEPTION AREA</b>			
Trash containers - Empty containers and wipe before relining.	X		
Wipe wall behind garbage can.	X		
Recycling - Handle recycling per client's instructions.	X		
Stocking - Towels and hand soap. (To be furnished by Client)	X		
Sinks - wash with non-abrasive cleaner and disinfect.	X		
Bright Work - Clean and polish.	X		
Microwave - Clean inside and out, making sure to disinfect all touch surfaces.	X		
Refrigerator - Clean and disinfect front and handles.	X		
Countertops and cabinets - Clean and disinfect exposed surfaces and handles.	X		
Tables and chairs - Clean and disinfect exposed surfaces.	X		
Hard floors - Sweep and damp mop with neutral cleaner.	X		
Countertops - Pull items out, clean, and disinfect behind easily movable items.		X	
Wall surfaces around light switches - spot clean		X	
<b>OFFICE</b>			
Elevator - Vacuum or damp mop floors.	X		
Elevator - Wipe clean and polish doors and walls.	X		
Elevator - Vacuum door tracks.	X		
Stairwells - Steps and landings - spot sweep or vacuum.	X		
Stairwells - Clean and disinfect handrails.	X		
Stairwells - Dust ledges.		X	

Client Initials DB  
 January 26, 2022  
 January 11, 2023

Authorized Franchisee Initials C-6  
 Cleaning Schedule  
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Jani-King Initials [Signature]



Trash containers - Empty and replace liners as needed. Spot Clean as needed. (Liners to be furnished by Client)	X		
Recycling - Handle recycling per client's instructions.	X		
Carpets - Vacuum high traffic patterns.	X		
Hard floors - Dust mop or vacuum.	X		
Hard floors - Spot mop to remove spills and stains.	X		
Dusting - Thoroughly dust horizontal surfaces including office equipment, files, windowsills, chairs, and tables.	X		
Dusting - Picture frames to height of six (6) feet.	X		
Dusting - Cleared desktops.	X		
Glass partitions - Spot clean to remove fingerprints/smudges.	X		
Water Fountains - Clean with a disinfectant solution, then polish.	X		
Entrance Doors - Clean/disinfect inside and out to remove fingerprints.	X		
Carpets - Thoroughly vacuum.		X	
Hard floors - Thoroughly damp mop with neutral cleaner.		X	
Disinfecting - Telephones, light switches, and door frames.		X	
Dusting - Baseboards and low vents.		X	
High Dusting - Ceiling vents and ledges to a height of twelve (12) feet.			X
<b>Stocking</b>			
Stocking - Towels, tissue, seat covers, and hand soap. (To be furnished by Client)	X		
Empty Sanitary napkin receptacles and wipe with disinfectant.	X		
Trash containers - Empty containers and replace liners.	X		
Mirrors - Clean and polish.	X		
Disinfect - Dispensers, doorknobs, push plates.	X		
Toilets and urinals - Clean and disinfect inside and out.	X		
Toilet seats - Clean and disinfect on both sides.	X		
Sinks - Clean with a non-abrasive cleaner and disinfectant.	X		
Bright Work - Clean and polish.	X		
Partition walls - Spot clean with a detergent disinfectant solution.	X		
Partition tops - Dust.	X		
Walls - Spot clean to remove soap splashes, fingerprints/smudges.	X		
Hard floors - Sweep then mop with disinfectant.	X		
Dusting - Ceiling vents and ledges that can be reached from the floor.		X	

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~~January 26, 2022~~  
 January 11, 2023

Authorized Franchisee Initials C-G  
 Cleaning Schedule  
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Jani-King Initials hr



Canby

### CLEANING FREQUENCY

- Library/Civic Center- x3/week  
220 NE 2<sup>nd</sup> Ave.
- Police Department- x3/week  
1175 NW 3<sup>rd</sup> Ave.
- Transit Office- x2/week  
195 S Hazel Dell Way
- Transit Kitchen/Restroom- x2/week  
Near Library
- Water Treatment Center (3 buildings)- x2/week  
1480 NE Territorial Rd.
- Public Works (& heated bay rr)- x2/week  
1470 NE Territorial Rd.

Client Initials DB

January 11, 2023

Jan-King Initials JK

Cleaning Schedule  
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Authorized Franchisee Initials C-G



# ONE TIME CHARGE CONTRACT

DATE: 1/11/23 REGION: Portland

**FACILITY LOCATION:**

Client: City of Canby  
Address: 1470 NE Territorial Rd.  
Canby, OR 97013  
Contact Name: Dustin Breese  
Contact E-mail: breesed@canbyoregon.gov  
Phone: 503-266-0698

**BILL TO:**

Client: City of Canby  
Address: PO Box 930  
Canby, OR 97013  
Billing Contact Name: Paula Hotailing  
Billing Contact Email: AP@canbyoregon.gov  
Amount: \$8,810.00 month

Jani-King Authorized Franchisee agrees to provide the service indicated under the Cleaning Service Specifications chart below. Jani-King Authorized Franchisee or its designated billing service company will invoice Client for the services performed, in accordance with the pricing schedule. Client agrees to pay the invoiced amount within fourteen (14) days of the last date of service included in the invoice. Any payments not received on due date shall be subject to a 10% late fee of no less than \$25.00 on outstanding balances. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, Client will not employ, hire or contract with any employees, agents, representatives or franchisees of Authorized Franchisee without prior express written consent of Authorized Franchisee.

**CLEANING SERVICE SPECIFICATIONS:**

Jani King agrees to provide the services listed on the attached "Cleaning Schedule" for the frequency listed on the "City of Canby Cleaning Frequency".  
This contract shall not exceed \$50,000.00. Any partial month serviced will be pro-rated from the monthly rate.

JANI-KING WILL NOT BE LIABLE FOR CONDITIONS BEYOND OUR CONTROL, INCLUDING THOSE CONDITIONS THAT EXIST PRIOR TO CLEANING. Customer should be careful in the event the cleaning service specifications include floor care services, as floors may be slippery due to damp conditions.

CLIENT: [Signature]  
Authorized Signature  
Dustin Breese  
Print Name

JANI - KING: [Signature]  
Authorized Signature  
Kenji Matsuoka  
Print Name

I have inspected the facility and acknowledge that the above service has been complete to my satisfaction.

CLIENT: [Signature]  
Authorized Signature

Eileen Stein  
Print Name

FRANCHISEE: Cesar Goriey

NUMBER: \_\_\_\_\_

START DATE: On or Before: \_\_\_\_\_

Franchisee agrees to provide the services under the terms of this contract, according to all JANI-KING standards, procedures and policies.

FRANCHISEE: \_\_\_\_\_  
Authorized Signature



**AFFIDAVIT OF POSTING**

STATE OF OREGON       )  
  )  
County of Clackamas    )       ss:  
  )  
CITY OF CANBY            )

I, Maya Benham, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 17<sup>th</sup> day of May, 2023 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1601 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 19<sup>th</sup> day of May, 2023, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 7<sup>th</sup> day of June, 2023.

*Maya Benham*  
\_\_\_\_\_  
Maya Benham, City Recorder

Subscribed and sworn to before me this 23 day of May, 2023.

*Emily Lela Sasse*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 12/12/26

