

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: March 17, 2022

TO: Board of County Commissioners

FROM: Mike Null, Purchasing Officer *PMW*

RE: Janitorial Services Vendor Agreements

The current Independent Contractor's Agreements for Janitorial Services expire on May 31, 2022 based upon the current term of the Agreement. Mario Coppock, Recreation Director, has indicated a desire to continue with the two "Vendors" that provide janitorial services under these Agreements:

- Linda Ivery ----- Annie Mattox Park North
- Patricia Turner----- Columbia County Recreation-Ferguson Building

Staff is recommending the approval of the attached Amendments to the Independent Contractor's Agreements. This Amendment will provide for two (2) additional one year renewals for a maximum of five years under the current Agreement.

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

**AMENDMENT
TO
INDEPENDENT CONTRACTOR'S AGREEMENT**

THIS AMENDMENT made and entered into this ____ day of _____, 2022 by and between **BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA (BOCC)** and **PATRICIA TURNER** (Vendor) amends said Agreement dated June 1, 2019.

RECITALS

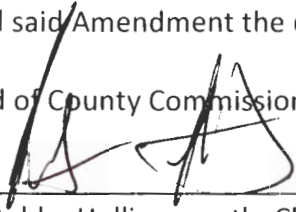
WHEREAS, BOCC desires to continue the services of Vendor to provide the following scope of work to or for the benefit of the BOCC: Provide weekend and holiday janitorial service for outdoor restrooms at Columbia County Recreation-Ferguson Building; and

WHEREAS, Vendor is desirous of continuing to provide these services at the same hourly rate of pay.

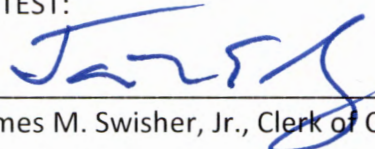
NOT THEREFORE, Paragraph 8 of the Independent Contractor's Agreement is amended to read "This Agreement will automatically renew on its anniversary date for ~~two (2)~~ **four (4)** additional one-year periods, unless either party gives 30-days written notice of non-renewal to the other party". All other terms and conditions of said Agreement remain as written.

IN WITNESS WHEREOF, the parties have executed said Amendment the day and year first above written.

Board of County Commissioners

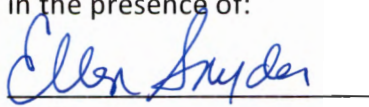
By: 
Robby Hollingsworth, Chairman

ATTEST:


James M. Swisher, Jr., Clerk of Court

Janitorial Services Vendor

Signed, sealed and delivered
in the presence of:


Witness:


Witness:

By: 
Patricia Turner

**AMENDMENT
TO
INDEPENDENT CONTRACTOR'S AGREEMENT**

THIS AMENDMENT made and entered into this ____ day of _____, 2022 by and between **BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA (BOCC)** and **LINDA IVERY** (Vendor) amends said Agreement dated June 1, 2019.

RECITALS

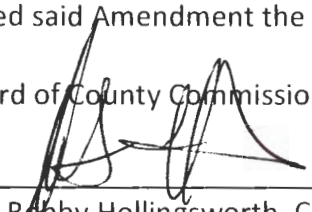
WHEREAS, BOCC desires to continue the services of Vendor to provide the following scope of work to or for the benefit of the BOCC: Provide weekend and holiday janitorial service for outdoor restrooms at Annie Mattox Park North ; and

WHEREAS, Vendor is desirous of continuing to provide these services at the same hourly rate of pay.

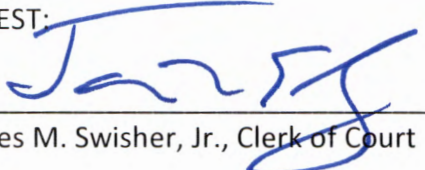
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IN WITNESS WHEREOF, the parties have executed said Amendment the day and year first above written.

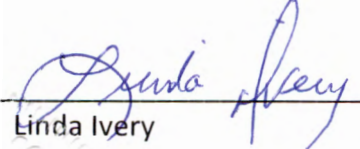
Board of County Commissioners

By: 
Robby Hollingsworth, Chairman

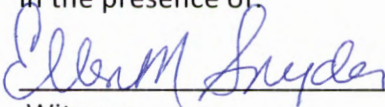
ATTEST:


James M. Swisher, Jr., Clerk of Court

Janitorial Services Vendor

By: 
Linda Ivery

Signed, sealed and delivered
in the presence of:


Witness:


Witness:

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT made and entered into between **BOCC (Recreation Department)** a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "BOCC," and Linda Iveny, a self-employed individual, whose mailing address is 329 NW Jefferson St., Lake City, FL 32055 hereinafter referred to as "Vendor."

RECITALS

WHEREAS, County desires to retain the services of Vendor to provide the following scope of work to or for the benefit of the County: Provide weekend and holiday janitorial service for outdoor restrooms at Annie Mattox Park North

WHEREAS, Vendor will be an independent contractor to be compensated as provided herein. No benefits will be provided to Vendor and no payroll or other taxes withheld as Vendor is an independent contractor, not an employee.

NOW, THEREFORE, in consideration of the covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct.
2. **SCOPE OF WORK**. Vendor agrees to perform and provide the following services and scope of work to or for the benefit of the County: Janitorial services in outdoor restroom facilities on weekends and holidays.
3. **RESPONSIBILITIES OF VENDOR**. The responsibilities of Vendor in connection with the Scope of Work are as follows:
 - a. Vendor shall be an independent contractor.
 - b. Vendor will begin providing services on June 1st 2019.
 - c. Vendor will responsible for providing their own cleaning supplies.
 - d. Vendor acknowledges that as an independent contractor they will be responsible for payment of federal withholding tax or other local, federal or state taxes resulting from any income derived from this Agreement; and
 - e. If the Vendor will be absent or for any reason unable to perform the weekly and holiday service as required under this Agreement, Vendor agrees to notify the Columbia County Recreation Department as soon as possible.

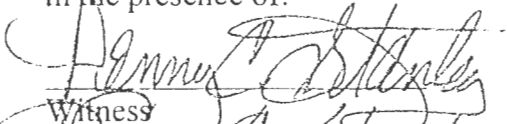
4. **RESPONSIBILITIES OF COUNTY.** The County's responsibilities in connection with the work are as follows:
 - a. Pay Vendor the compensation as provided herein.
5. **COMPENSATION TO VENDOR.** BOCC agrees to compensate Vendor by paying a fee of \$18 per cleaning. The BOCC will maintain adequate invoice records to confirm the amounts. Vendor will be paid on the next check run after the invoice is submitted.
6. **INSURANCE.** Vendor will not be covered under the liability insurance held by the County. No additional coverage will be required.
7. **INDEMNIFICATION.** In consideration of this Agreement, Vendor shall indemnify and hold harmless the BOCC from and against any and all claims, damages, losses, liabilities, or expenses (including but not limited to any judgment, award, settlement, reasonable attorney fees, and other direct out-of-pocket costs or expenses incurred in connection with the defense of any pending, threatened or completed action, suit or proceeding), suffered or sustained by BOCC by reason of any or omissions or alleged acts or omissions or negligence related to or arising out of Vendor's activities under the terms of this Agreement and within the scope of Vendor's activities and services provided to the BOCC, including but not limited to those caused by any negligent or willful act, error or omission of Vendor, his employees or subcontractors.
8. **TERM OF AGREEMENT.** This Agreement is effective from the date it is signed by both parties and will remain in effect for the initial term of one (1) year provided either party may terminate this Agreement with written notice to the other effective immediately if the other party is in material breach of this Agreement. Either party may cancel this Agreement without cause upon thirty (30) days prior written notice to the other party. In such event, BOCC will pay Vendor only for services provided to the date of termination. This Agreement will automatically renew on its anniversary date for two (2) additional one-year periods, unless either party gives 30-days written notice of non-renewal to the other party. Notwithstanding anything herein to the contrary, Vendor's obligation to indemnify, defend and hold harmless the BOCC as provided herein shall survive the termination of this Agreement. Further, if the number of students enrolled in a course is too small to justify offering the course, the County may cancel this Agreement with no obligation to the Vendor.

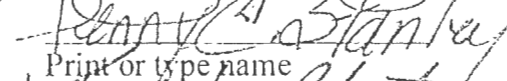
9. **GOVERNING LAW AND VENUE.** This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole and exclusive venue for any legal action between the parties.
12. **ENTIRE AGREEMENT.** This Agreement, together with the related written and signed agreements between the parties, if any, constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous understandings and representations. No covenants, term or provision of this Agreement may be modified or waived except by writing duly executed by the legal representative of each party.

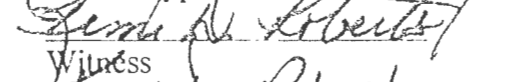
IN WITNESS WHEREOF, the parties have executed the agreement the day and year first above written.

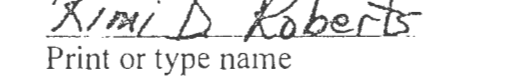
Board of County Commissioners
Representative

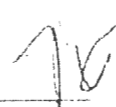
Signed, sealed and delivered
in the presence of:


Witness


Print or type name

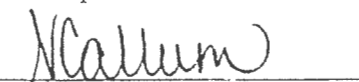

Witness

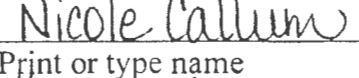

Print or type name

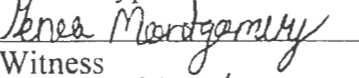
By: 
Print: Taby Witt
Title: Vice Chairman

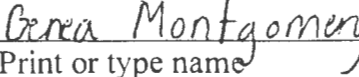
Janitorial Services Vendor

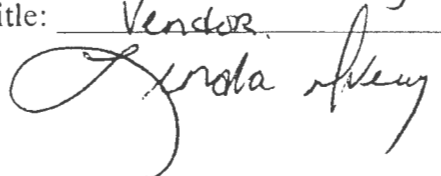
Signed, sealed and delivered
in the presence of:


Witness


Print or type name


Witness


Print or type name

Print: Linda Ivey
Title: Vendor


INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT made and entered into between **BOCC (Recreation Department)** a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "BOCC," and Patricia Turner, a self-employed individual, whose mailing address is 139 NE Montana St, Lake City, FL 32055 hereinafter referred to as "Vendor."

RECITALS

WHEREAS, County desires to retain the services of Vendor to provide the following scope of work to or for the benefit of the County: Provide weekend and holiday janitorial service for outdoor restrooms at Columbia County Recreation - Ferguson Building

WHEREAS, Vendor will be an independent contractor to be compensated as provided herein. No benefits will be provided to Vendor and no payroll or other taxes withheld as Vendor is an independent contractor, not an employee.

NOW, THEREFORE, in consideration of the covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct.
2. **SCOPE OF WORK**. Vendor agrees to perform and provide the following services and scope of work to or for the benefit of the County: Janitorial services in outdoor restroom facilities on weekends and holidays.
3. **RESPONSIBILITIES OF VENDOR**. The responsibilities of Vendor in connection with the Scope of Work are as follows:
 - a. Vendor shall be an independent contractor.
 - b. Vendor will begin providing services on 06/01/19.
 - c. Vendor will responsible for providing their own cleaning supplies.
 - d. Vendor acknowledges that as an independent contractor they will be responsible for payment of federal withholding tax or other local, federal or state taxes resulting from any income derived from this Agreement; and
 - e. If the Vendor will be absent or for any reason unable to perform the weekly and holiday service as required under this Agreement, Vendor agrees to notify the Columbia County Recreation Department as soon as possible.

4. **RESPONSIBILITIES OF COUNTY.** The County's responsibilities in connection with the work are as follows:
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7. **INDEMNIFICATION.** In consideration of this Agreement, Vendor shall indemnify and hold harmless the BOCC from and against any and all claims, damages, losses, liabilities, or expenses (including but not limited to any judgment, award, settlement, reasonable attorney fees, and other direct out-of-pocket costs or expenses incurred in connection with the defense of any pending, threatened or completed action, suit or proceeding), suffered or sustained by BOCC by reason of any or omissions or alleged acts or omissions or negligence related to or arising out of Vendor's activities under the terms of this Agreement and within the scope of Vendor's activities and services provided to the BOCC, including but not limited to those caused by any negligent or willful act, error or omission of Vendor, his employees or subcontractors.
8. **TERM OF AGREEMENT.** This Agreement is effective from the date it is signed by both parties and will remain in effect for the initial term of one (1) year provided either party may terminate this Agreement with written notice to the other effective immediately if the other party is in material breach of this Agreement. Either party may cancel this Agreement without cause upon thirty (30) days prior written notice to the other party. In such event, BOCC will pay Vendor only for services provided to the date of termination. This Agreement will automatically renew on its anniversary date for two (2) additional one-year periods, unless either party gives 30-days written notice of non-renewal to the other party. Notwithstanding anything herein to the contrary, Vendor's obligation to indemnify, defend and hold harmless the BOCC as provided herein shall survive the termination of this Agreement. Further, if the number of students enrolled in a course is too small to justify offering the course, the County may cancel this Agreement with no obligation to the Vendor.

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IN WITNESS WHEREOF, the parties have executed the agreement the day and year first above written.

Board of County Commissioners
Representative

Signed, sealed and delivered
in the presence of:

Witness

Print or type name

Witness

Print or type name

By: _____

Print: _____

Title: _____

Janitorial Services Vendor

Signed, sealed and delivered
in the presence of:

Witness

Print or type name

Witness

Print or type name

Print: _____

Title: _____