

COOK COUNTY CUSTODIAL SERVICES AGREEMENT

This Agreement is made by and between **COOK COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cook County Board of Commissioners (herein referred to as the Owner) and **LARRY FELTS D/B/A MASTERCLEAN OF SOUTH GEORGIA**, herein referred to as the Independent Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

WHEREAS, the Owner is the owner of the real property identified as the Cook County Courthouse located at 212 N. Hutchinson Ave., Adel, Georgia 31620 the Office of the District Attorney of the Alapaha Judicial Circuit located at 209 N. Parrish Ave., Adel, Georgia 31620; and,

WHEREAS, the Owner wishes to engage the Independent Contractor as a custodian to perform janitorial services at the Cook County Courthouse and the Office of the District Attorney of the Alapaha Judicial Circuit in accordance with the terms and conditions set forth below; and

WHEREAS, the Independent Contractor is legally authorized to perform the foregoing services; and

WHEREAS, the Contractor wishes to perform the Work on the Property in accordance with the Scope of Work and Bid Specifications as advertised by Owner; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. SCOPE OF WORK.

The Independent Contractor shall furnish all of the necessary materials, tools, machinery, supervision, site security and perform all of the work described in Exhibit "A" hereto (the "Work"), all in accordance with the terms of this Agreement. The Work shall be performed on that certain property located at 212 N. Hutchinson Ave., Adel, Georgia and 209 N. Parrish Ave., Adel, Georgia, (the "Property"), and as more specifically described in Exhibit "A". The Contractor agrees that it will perform the services and provide the materials for which it is responsible, will accomplish this Work in the manner and in the time stated herein and in accordance with the drawings and specifications attached as Exhibit "A" hereto, and will provide the deliverable items as required.

2. CONTRACT PRICE.

The Owner shall pay to the Independent Contractor, as full payment for the Work and materials to be provided under this Agreement, the sum of **\$1,800.00 per month.**

3. TERM.

This Agreement shall be for a period of twelve (12) months from the date of execution.

4. LICENSES AND PERMITS.

The Independent Contractor and its subcontractors shall comply with all state and local licensing and registration requirements for the type of work performed. The Independent Contractor shall obtain and, at its expense, pay for any and all licenses or permits required by law to accomplish any Work required in connection with this Agreement, agrees to hold the Owner harmless for any violations, and shall accordingly indemnify the Owner.

5. REPRESENTATIONS AND WARRANTIES.

(a) The Parties each hereby represent and warrant as follows:

- (1) Each Party has full power, authority, and right to perform its obligations under the Agreement.
- (2) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).

(b) The Independent Contractor hereby represents and warrants as follows:

- (1) The Work shall be performed in a workman-like manner, according to standard industry practices and in compliance with all applicable laws and ordinances.
- (2) The Work shall be performed by individuals duly licensed and authorized by law to perform said work, to the extent required by law.
- (3) The Independent Contractor is responsible for paying all ordinary and necessary expenses of its staff.
- (4) The Independent Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Independent Contractor or its employees or subcontractors and shall provide the Owner with proper certificates of insurance. The Independent Contractor acknowledges that it is solely responsible for providing insurance coverage for itself and its staff.

- (5) The Independent Contractor shall obtain insurance to protect itself against claims for property damage, bodily injury, or death due to its performance under this Agreement.

6. WAIVER OF LIABILITY.

If the Independent Contractor or any of his/its agents or employees is injured while performing the work specified under this Agreement, the Owner shall be exempt from liability for those injuries to the fullest extent allowed by law.

7. INDEMNIFICATION.

The Independent Contractor shall indemnify and hold harmless the Owner from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Independent Contractor and/or any subcontractors arising from or connected with Contractor's carrying out of its duties under this Agreement, or (ii) the Independent Contractor's breach of any of its obligations, agreements, or duties under this Agreement.

8. TERMINATION.

This Agreement may be terminated:

- (a) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within 15 days of receipt of written notice thereof.
- (b) By the Owner, if the Contractor defaults or persistently fails or neglects to carry out the Work or fails to perform any provision of the Agreement after 15 days' written notice to the Contractor. Without prejudice to any other remedy the Owner may have, the Owner may make good such deficiencies and may deduct the cost thereof from the payment due the Contractor or, at the Owner's option, may terminate the Agreement and take possession of the site and of all materials and equipment.
- (c) By the Owner at any time and without prior notice, if the Independent Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Owner, or is guilty of serious misconduct in connection with performance under this Agreement.
- (d) In such case the Independent Contractor shall not be entitled to receive any further payment. If the unpaid balance of the contract price does not cover the expense of finishing the work, including compensation for additional managerial

and administrative services, such excess cost shall be paid by the Independent Contractor to the owner.

In the event of termination not the fault of the Independent Contractor, the Owner shall promptly pay the Independent Contractor according to the terms of Exhibit A for services rendered before the effective date of the termination. The Independent Contractor acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

9. ASSIGNMENT.

The rights and the duties of the Independent Contractor under this Agreement are personal, and may not be assigned or delegated without the prior written consent of the Owner.

10. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

11. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

12. NATURE OF RELATIONSHIP.

The Independent Contractor is not an employee of the Owner; the Independent Contractor is working in its capacity as an independent contractor. The Independent Contractor agrees to hold the Owner harmless and indemnify the Owner for any claims, including (but not limited to) liability insurance, workers' compensation, and tax withholding for the Contractor's employees.

13. NOTICE.

Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective party as follows:

Owner: Randy Lane, County Manager
Cook County Board of Commissioners
1200 S. Hutchinson Ave.
Adel, Georgia 31620

Contractor: Larry Felts
Masterclean of South Georgia
258 Antioch Rd.
Adel, GA 31620

14. MODIFICATION.

No amendment, addendum, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

15. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Georgia. Any claims arising out of this Agreement shall be filed in the Superior Court of Cook County, Georgia and both parties consent to venue as stated herein. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

16. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

17. SEVERABILITY.

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

18. NO CONFLICT.

Independent Contractor represents and warrants that it has no interest and will not acquire any interest that would conflict with the obligations contained herein as required by O.C.G.A Sec. 45-10-20.

19. ENTIRE AGREEMENT.

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate.

This Agreement will be effective the _____ day of _____, 2023, (which is the Effective Date of the Agreement).

COOK COUNTY BOARD OF COMMISSIONERS

BY: _____

Debra Robinson, Chairwoman

ATTEST: _____

Dewanna Robinson, Clerk

MASTERCLEAN OF SOUTH GEORGIA

BY: _____

Larry Felts, individually and owner