

**RESOLUTION 2023-41**

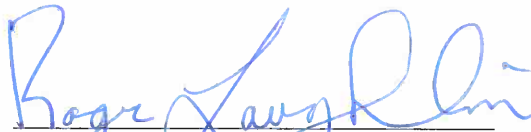
**A RESOLUTION APPROVING A CLEANING SERVICES AGREEMENT  
WITH MOPPY MO'S LLC**

**WHEREAS**, the City is interested in hiring an Independent Contractor for cleaning services for the City Office, Town Hall and City Park restrooms; and


**WHEREAS**, the City has a desire to enter into an agreement to engage Moppy Mo's LLC as an independent contractor to perform cleaning services according to the city's cleaning specifications; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves an agreement with Moppy Mo's LLC for cleaning services.

Passed and approved this 1st day of May, 2023.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk



THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is dated this 1st day of May, 2023.

The City of West Branch (Client) agrees to engage Moppy Mo's LLC (Contractor) to provide cleaning services per the attached specifications. The Contractor will charge the Client a fee of \$35.00 per hour for the services specified. Additional services may be requested at the same hourly rate. Invoices from Contractor will be submitted to the City at least monthly. The Client will pay invoices within 30 days of receipt from the Contractor.

In providing services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement and hold Liability Insurance.

This Agreement may be terminated by a 30-day written notice by either party.

Attachment: Cleaning Specifications

Client: The City of West Branch: [Signature] Date 5-2-2023  
Adam Kofoed, City Administrator

Contractor: Moppy Mo's LLC  
Monica Tylee Date 4/25/23  
Monica Tylee, owner

## Service Agreement

This Service Agreement (the "Agreement") is entered into 4/24/2023 (the "Effective Date") by and between The City of West Branch (the "Customer") located at 110 N. Poplar Street, and Moppy Mo's LLC (the "Service Provider") located at 614 Prairie View Drive, also individually referred to as the "Party", and collectively the "Parties".

1. **Services.** The Service Provider shall perform the services listed in this Section 1 (the "Services").

1.1 Detailed listed in email from Adam for each specific location of Town Hall, City office and parks.

2. **Compensation.** The Customer agrees to pay the Service Provider \$35 per hour of cleaning as payment for the Services provided. This fee will be paid in accordance with the following schedule:

Total Cost Per Service: \$35 per hour as invoiced

3. **Payment:** The Service Provider shall submit an invoice to the Customer after every two weeks of service. Invoices shall be paid within 14 days of the date of the invoice or sooner. Payments may be by check as follows: Moppy Mo's LLC, Cash or Venmo as follows: @Monica-Tylee
4. **Term.** The term of this Agreement shall commence on the Effective Date, as stated above, and continue unless otherwise terminated per the terms of this Agreement.
5. **Termination.**

5.1 Either party may terminate the Agreement at any time upon a fourteen days prior written notice to the other Party. In the event the Customer terminates the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.

5.2 This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

6. **Relationship of the Parties.**

6.1 No Exclusivity. The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.

6.2 Independent Contractor. The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

7. **Dispute Resolution.**

7.1 Choice of Law. The Parties agree that this Agreement shall be governed by the State and/or Country in which the duties of this Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by Iowa law.

7.2 Negotiation. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

7.3 Mediation or Binding Arbitration. In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.

7.4 Attorney's Fees. In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorney's fees.

## **8. General**

8.1 Assignment. The Parties may not assign their rights and/or obligations under this Agreement

8.2 Complete Contract: This Agreement contributes to the Parties entire understanding of their rights and obligations. This Agreement suspended any other written or verbal communication between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

8.3 Severability. If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

8.4 Waiver. Neither Party can waive any provisions of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing.

9. **Notices.** All notices under this Agreement must be sent by email or by certified or registered mail. Notices shall be sent to as follows:

### **Customer**

City of West Branch  
adam@westbranchiowa.org  
110 N. Poplar Street  
West Branch, IA 52358

### **Service Provider**

[moppymoscleaning@gmail.com](mailto:moppymoscleaning@gmail.com)  
Moppy Mo's LLC  
614 Prairie View Drive  
West Branch, Iowa 52358

(The remainder of this page is intentionally left blank. Signature page follows.)

The Parties agree to the terms and conditions set forth above as demonstrates by their signatures as follows:

**Customer**

Signed:

Roger Laughlin

Name:

ROGER LAUGHLIN

Date:

5-1-23

**Service Provider**

Signed:

Monica Tyler

Name:

Monica Tyler

Date:

4/25/23

# West Branch City Office Custodian Duties (weekly)

- **Lobby**
  - Clean front entrance glass doors (interior & exterior)
  - Disinfect front counter
  - Vacuum entry mat
  - Sweep and mop floor, moving chairs and carts and clean underneath
  
- **Kitchenette**
  - Damp wipe outside of refrigerator & microwave
  - Damp wipe counters
  - Wipe outside of cupboards (as needed)
  - Remove water stains from sink
  - Empty trash
  - Vacuum entry mat
  - Sweep and mop floor
  
- **Main Office**
  - Dust table tops & filing cabinets
  - Dust moldings, doors and jambs (within reach)
  - Vacuum office area and hallways to restrooms and Council Chambers
  
- **Restrooms**
  - Clean & disinfect toilets
  - Clean & disinfect sinks, doorknobs, walls
  - Clean mirrors
  - Replace paper products (provided by the City)\*\*
  - Empty trash and place in the trash cart
  - Sweep & mop floors

\*\*Please let us know if paper supplies are low and need re-stocked\*\*
  
- **Council Chambers & hallway**
  - Disinfect table tops and damp wipe chair bases
  - Damp wipe flag base
  - Clean door glass (interior & exterior)
  - Vacuum
  
- **Administrator & Finance Offices - (Once per month, if door is unlocked)**
  - Empty trash
  - Vacuum

# Town Hall

## Custodian Duties (per cleaning)

- **Entry Way (west and south entrances)**
  - Clean entrance glass doors (interior & exterior)
  - Vacuum entry mats
  
- **Kitchen**
  - Damp wipe outside of refrigerator, microwave & stove top
  - Disinfect all counter top surfaces
  - Clean & disinfect sink and towel dry water spots
  - Empty trash (place in dumpster in alley near garage)
  - Sweep and mop floor
  
- **Large Room**
  - Dust moldings, doors and jambs (within reach)
  - Dry mop or sweep room
  - Wet mop entire room
  
- **Restrooms**
  - Clean & disinfect toilet and baby changing station
  - Clean & disinfect sink, doorknobs (and walls as needed)
  - Clean mirror
  - Replace paper products (provided by the City)\*\*
  - Empty trash
  - Sweep & mop floor

\*\*Please let us know if paper supplies are low and need re-stocked\*\*

**Parks & Recreation  
Custodian Duties  
Beranek Park, Lions Field and Cubby Park  
April-October**

- **Restrooms (once per week)**
  - Clean & disinfect toilets/urinals
  - Clean & disinfect counters, sinks, doorknobs, walls, frequent touch surfaces & diaper changing stations
  - Replenish toilet paper, paper towels & soap (provided by the City)
  - Empty trash and place in the dumpsters
  - Clean mirrors
  - Sweep & mop floors

**\*\*Tournament weekends at Cubby Park may require an extra cleaning services**

Please leave us a note when paper supplies are running low or needed. Please report any damage or hazard conditions at the parks immediately to the Parks and Recreation Director.

Thank you!  
319-930-0393(cell)