

**RESOLUTION NO. 2022-01**

A Resolution authorizing an extension to the Goods and Services Contract with Garten Services, Inc. for Janitorial Services.

**RECITALS:**

**Whereas**, on July 1, 2021, the City of McMinnville (City) and Garten Services, Inc. (Contractor) entered into a goods and services contract for City facility janitorial services through and including September 30, 2021 (Original Term); and

**Whereas**, on October 1, 2021, the City extended their contract with the Contractor through December 31, 2021 with a 3% rate Increase.

**Whereas**, prior to the expiration of the Original Term, the City and Contractor engaged in good faith negotiations regarding the City's desire for continued janitorial services while the City worked to determine a long term scope for janitorial services within City facilities; and

**Whereas**, the parties now agree to extend the contract through and including June 30, 2022 at the same rate as negotiated in the October 1, 2021 extension.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:**

1. The City Manager is hereby authorized and directed to execute the contract extension, in substantially similar form to Exhibit A attached hereto and incorporated by reference herein.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of January, 2022 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Chenoweth

Nays: \_\_\_\_\_

Approved this 11th day of January 2022.



\_\_\_\_\_  
MAYOR

Approved as to form:



\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Recorder

**EXHIBITS:**

- A. Second Amendment to Goods and Services Contract with Garten

**CITY OF McMinnville**  
**SECOND AMENDMENT TO GOODS AND SERVICES CONTRACT**

**Janitorial Services**

This Second Amendment to Goods and Services Contract (“Second Amendment”) is effective the 1<sup>st</sup> day of January 2022 (“Effective Date”), by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (“City”), and **Garten Services, Inc.**, an Oregon non-profit corporation (“Contractor”), upon the terms and conditions set forth below.

**RECITALS**

WHEREAS, the City entered into a Goods and Services Contract (“Contract”) with Contractor on July 1, 2021 relating to the Janitorial Services Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Goods and Services Contract (“First Amendment”) with Contractor on October 10, 2021; and

WHEREAS, the City seeks to extend the term of the Contract; and

WHEREAS, Contractor represents that Contractor is qualified to perform the Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such Services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

The Contract is amended as follows:

**Section 1. Term**

The term of the Contract is hereby extended to June 30, 2022.

**Section 2. Compensation**

The City agrees to continue to pay Contractor on a time and materials basis at the same rate as stated in the First Amendment.

**Section 3. All Other Terms**

All of the other terms and conditions of the Contract shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Contract shall apply to this Second Amendment.

The Contractor and the City hereby agree to all provisions of this Second Amendment.

**CONTRACTOR:**

GARTEN SERVICES, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

**CITY:**

CITY OF McMinnville

By: \_\_\_\_\_

Print Name: Jeff Towery

As Its: City manager

APPROVED AS TO FORM:

\_\_\_\_\_

Amanda R. Guile-Hinman, City Attorney  
City of McMinnville, Oregon