

Department Agreement

*Between*

The Memorial Union and ***OSU Department***

***Date Range***

THIS agreement is between the Memorial Union (MU), and **insert Department name** hereafter referred to as Department. Because each of the parties to this agreement is a part of Oregon State University (OSU), this agreement is not a lease or otherwise a legally binding document. Rather, it reflects the terms by which OSU space is supported by OSU staff.

**PREMISES** – For the term of this agreement, the Department will occupy:

 ***List Space added to addendum. See Addendum A***

***TERM*** *- The agreement term shall begin on* ***Date*** *and shall continue through* ***Date****.*

**INTER-DEPARTMENTAL CHARGE –** The facility charge for the **FY\_\_** term of this agreement shall be *$XXX,XXX*. Note is this charge is 100% discounted.

This fee covers salaries and OPE of the staff that performs the services covered in this agreement. Supplies will be charged separately. This agreement does not cover project labor. Project labor will be charged hourly during the scope of the project.

**USE OF PREMISES** – the Department may use the Premises for the purposes assigned to it, and in conformity with applicable law and OSU policy.

**CONDITION OF THE PREMISES; MAINTENANCE AND REPAIR**

**1.1 Condition.** The MU is charged with the responsibility of supporting the function of buildings that support the Department programs. Due to Building requirements or staffing limitations, certain mandatory closure times or dates may be needed.

The Department will provide the MU with services hours on a term-by-term basis and for academic break periods. MU and the Department will follow the University on change in hours of operation with the exclusion of emergencies. MU reserves the right to change Building operating hours by notifying

the Department thirty (30) days in advance. Department may close on any legal holiday on which OSU is closed.

**1.2 Maintenance and Repair.** Except for MU repairs as set forth in **MU Obligations**, Department shall, at its expense:

(i) maintain all non-structural portions of the Premises, equipment, and fixtures situated within the Premises in good order and repair;

(ii) maintain, repair, or replace, when necessary, all special equipment and decorative treatments installed by or at Department’s request and that serve the Premises only;

(iii) make all necessary repairs and replacements to all non-structural portions of the Premises; and

(iv) pay MU for any repairs or replacements to the Building needed because of Department’s misuse or negligence.

**2. ALTERATIONS; CAPITAL EQUIPMENT; UTILITY MODIFICATIONS AND CONNECTIONS**

Department **to Pay All Costs**. Department shall pay for a Renovation and all Alterations of the Premises (both terms as defined below) and for all capital equipment in the Premises.

**2.1 Renovation**. Department shall conduct a renovation of the Premises which shall be at Department’s expense and in accordance with a “Work Agreement” approved in advance in writing by MU. In conducting the Renovation:

(i) all systems shall be updated and replaced to the extent required by current building and fire codes, and

(ii) all improvements shall be subject to the approval of local code officials.

**Utility Modifications and Connections**;

**Air Conditioning**. Department shall be responsible for all costs incurred in utility modifications and hook-ups, including but not limited to modifications related to HVAC, electrical outlets, plumbing and gas lines. MU shall assure that the HVAC is installed and operating according to the unit’s design specifications, and shall repair or replace the same if it is not. In no event shall the Department's equipment utilize more than 5,000 CFM (cubic feet per minute) of exhaust air, without prior written approval of MU.

**MU OBLIGATIONS**

**Trades, Maintenance, Projects**

assume responsibility and the expense of routine Building maintenance (including cleaning of floors outside food preparation and storage areas and public restrooms)

keep mechanical, electrical, plumbing, and other equipment owned by MU as part of the Building and necessarily used by Department in connection with its use of the Premises under the terms of this Agreement in good condition and repair during the term of this Agreement so that Department can reasonably and in accordance with good practices conduct its business.

promptly repair any part of the Building necessary for Department’s use of the Premises, after notification of the need for repairs.

Maintain the Building in compliance with all ordinances, laws, rules, and regulations of any governmental authority having jurisdiction.

Maintenance, replacement, structural, or mechanical work shall be performed at the expense of MU and the work shall be done with as little interference to the business of the Department as is reasonably possible.

**Custodial Services Program**

custodial administrative support

contracted service management and supervision to support carpet, furniture, drapery and other interior cleaning needs

● assistance in developing cost saving via labor, products, methods & materials

● report maintenance issues and ensures building is secured

provide waste containers and refuse removal for common areas

**Daily Cleaning:**

Wiping down counters, tables, walls, baseboards, window sills & appliances (touch points) ● Disinfecting restrooms & major touch points

Cleaning all windows & mirrors

Sweeping & mopping all hard floors

Vacuuming carpeted areas

Taking out trash, recycle & compost from centralized locations

Carpet Spot Cleaning

Restock of paper products/soaps

**As needed**

High dusting of all surfaces

Blowing off sidewalks with leaf-blower

Outside sidewalk pressure washing

**Annual/Semi Annual *Identify what charges will be applied dm***

Twice per year deep-cleaning.

Carpet cleaning & extraction

Polish and refinish hard-floors

Exterior windows

**DEPARTMENT OBLIGATIONS**

keep the Premises in a clean and fire safe condition consistent with City of Corvallis Fire Department safety inspection results and work with and inform MU staff before making any modifications.

be responsible for all damages to the space or furnishings with the exception of standard wear and tear

perform basic room setup and strike for events per fire code and ADA regulations. Pre-approved diagrams will be provided.

request in advance assistance with room sets that are above and beyond the standard pre-approved diagrams for special events.

**SERVICES AND UTILITIES –**

**Equipment:** All office equipment, including but not limited to furniture for the Premises will be provided by The Department.

**Phone / Voicemail Systems:** Telephone costs will be the responsibility of The Department. Changes to phone lines and service levels will be coordinated and funded through The Department.

**FURNITURE, BUILDING FINISHES AND EQUIPMENT** –

**FFE:** provided by the Department, either through construction outfitting or funded as additional needs.

**Building finishes:** The MU will maintain building interior finishes based on the lifecycle of the product and the MU standard service schedule. Modifications or replacements will be at the cost of the Department

**FACILITY ACCESS**

The MU will provide keys and card access to the Department personnel based on approval of the Director or his/her designee via the standard MU Access Request Process.

**INSURANCE**

**Liability:** If, in the judgment of the OSU Risk Management, additional insurance is needed for specific operations, events and activities of the Department on the Premises, the Department will be responsible for costs associated with any additional insurance requirements.

**Property Damage:** the Department shall be responsible for any damage to or destruction of the Premises or the contents thereof, including any excluded losses or applicable deductibles imposed by the State of Oregon Insurance Fund.

**CONTACT INFORMATION**

**Help Desk** - Maintenance, Custodial, Move/Adds/Changes, Access

541-737-9823

MUBuildingServicesHelpDesk@oregonstate.edu

**MU Information Desk**

541-737-2416

***OSU Department***

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Memorial Union**

Deb Mott, Director

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_