

RESOLUTION NO. 2020 - 05

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND PERFORM CERTAIN AGREEMENTS; AND FOR OTHER PURPOSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented certain agreements associated with the operations of the City of Searcy or that have an impact upon the residents of the City of Searcy, namely agreements with:

- Misti Gillespie to provide cleaning services for the Searcy Public Library
- Jordan M. Jones to provide cleaning services for the Pyeatt Building

WHEREAS, these buildings are part of the White County Regional Library System and are owned by the City of Searcy.

WHEREAS, the City of Searcy wishes to approve the execution of, ratify the terms of and perform under the conditions contained in, the Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Searcy City Council approves and ratifies the terms, conditions and obligations of the Agreement.

Section 2. That the Searcy City Council authorizes and directs the Mayor and City Clerk to execute, and perform under the terms of, the Agreement.

Section 3. That the Mayor is authorized to take all actions determined to be necessary, in the sole and exclusive determination of the Mayor, in the performance of all obligations, duties and responsibilities associated with the Agreement.

PASSED AND ADOPTED this 14th day of January, 2020.

/s/ Kyle Osborne
Mayor of Searcy

ATTEST:

/s/ Jerry Morris
City Clerk

2020
AGREEMENT BETWEEN CITY OF SEARCY AND MISTI GILLESPIE

THIS AGREEMENT made and entered into by and between the City of Searcy, Arkansas, an Arkansas Municipal Corporation, by its duly authorized Mayor and City Clerk, ("Searcy") and Misti Gillespie for cleaning services performed at the Searcy Public Library, a facility owned by the City of Searcy.

1) Services to be provided by Misti Gillespie. Misti Gillespie shall, for the consideration hereinafter set forth, perform or have performed the following services and pursue the following activities during the term of this Agreement:

a) All tasks to the standards established by the management staff of the Searcy Public Library.
Cleaning responsibilities:

1. Dust furniture and equipment.
2. Clean and disinfect sinks, countertops, floors, toilet, mirrors, tables, chairs in restrooms, break rooms and/or kitchenettes
3. Replenish supplies in restrooms, break rooms and kitchen
4. Sweep, mop, vacuum and/or hand scrub floors using brooms, mops and vacuum cleaners (excluding computer network area)
5. Empty trash cans into disposal areas

b) Identify potential safety or maintenance issues and communicate them to library management staff.

c) Arrive to work (client location) at scheduled time, perform services to established standards and insure the client's facility is locked and secured when you finish and leave.

d) Comply with all safety policies and procedures relating to performance of tasks, use of products or supplies and incident reporting.

2) Frequency of service. Misti Gillespie will perform items 1 and 2 in section 1) a) one time each week and items 3-5 in section 1) a) three times each week with the exception that for item 4, all floor surfaces are cleaned one time each week but only high traffic areas are cleaned three times each week.

3) Services provided by the city: City of Searcy will provide maintenance and cleaning supplies necessary for the cleaning of the library facility.

4) Compensation. As compensation for the services to be rendered to Searcy by Misti Gillespie, Searcy agrees to pay and Misti Gillespie agrees to accept Library Maintenance Funds in the amount of \$12,500, supplied in equal monthly payments. This amount is to be reviewed and re-authorized on an annual basis.

5) Term. This Agreement shall be for a term commencing on January 1, 2020 thereof, and ending on December 31, 2020, and shall be subject to all applicable Arkansas Statutes pertaining to the municipal appropriation and budgetary process and the annual appropriation of funds by the Searcy City Council. The parties agree that the term of this agreement may be extended on its same terms and conditions by execution of an addendum hereto by both parties setting out any new term.

6) Miscellaneous Provisions.

- a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.
- b) In the event that any portion hereof shall be held invalid, such holding of invalidity as to such portion shall not affect the validity of the balance hereof.
- c) This Agreement shall be binding upon the respective parties hereto, their respective successors and assigns.
- d) This Agreement may be modified only by a writing executed by all parties.
- e) This Agreement shall have an effective date of January 1, 2020, notwithstanding a later execution.

Dated this _____ day of _____, 2020.

CITY OF SEARCY

By: _____ ATTEST: _____
Mayor of Searcy City Clerk

MISTI GILLESPIE

By: _____ ATTEST: _____
Misti Gillespie Branch Manager
Searcy Public Library

2020
AGREEMENT BETWEEN CITY OF SEARCY AND JORDAN M. JONES

THIS AGREEMENT made and entered into by and between the City of Searcy, Arkansas, an Arkansas Municipal Corporation, by its duly authorized Mayor and City Clerk, ("Searcy") and Jordan M. Jones for cleaning services performed at the Ewing Pyeatt building, a facility owned by the City of Searcy and rented to the White County Regional Library System for use as administrative offices for the library system.

- 1) Services to be provided by Jordan M. Jones. Jordan M. Jones shall, for the consideration hereinafter set forth, perform or have performed the following services and pursue the following activities during the term of this Agreement:
 - a) All tasks to the standards established by the management staff of the library. Cleaning responsibilities:
 1. Dust furniture, equipment, partitions, walls, etc.
 2. Clean and disinfect sinks, countertops, floors, toilet, mirrors, tables, chairs, refrigerator, microwave, etc. in restrooms and kitchenette
 3. Replenish supplies in restrooms and kitchenette
 4. Sweep, mop, vacuum and/or hand scrub floors using brooms, mops and vacuum cleaners
 5. Empty trash cans into disposal areas
 - b) Identify potential safety or maintenance issues and communicate them to client in the comments section on the customer checklist.
 - c) Arrive to work at scheduled time, perform services to established standards and insure the client's facility is locked and secured when you finish and leave.
 - d) Comply with all safety policies and procedures relating to performance of tasks, use of products or supplies and incident reporting.
- 2) Frequency of service. Jordan M. Jones will perform items 1-5 in section 1) a) one time every other week.
- 3) Services provided by the city: City of Searcy will provide maintenance and cleaning supplies necessary for the cleaning of the library facility.
- 4) Compensation. As compensation for the services to be rendered to Searcy by Jordan M. Jones, Searcy agrees to pay and Jordan M. Jones agrees to accept Library Maintenance Funds in the amount of \$1,400.00, supplied in equal monthly payments. This amount is to be reviewed and re-authorized on an annual basis.
- 5) Term. This Agreement shall be for a term commencing on January 1, 2020 thereof, and ending on December 31, 2020, and shall be subject to all applicable Arkansas Statutes pertaining to the municipal appropriation and budgetary process and the annual appropriation of funds by the Searcy City Council. The parties agree that the term of this agreement may be extended on its same terms and conditions by execution of an addendum hereto by both parties setting out any new term.

6) Miscellaneous Provisions.

- a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.
- b) In the event that any portion hereof shall be held invalid, such holding of invalidity as to such portion shall not affect the validity of the balance hereof.
- c) This Agreement shall be binding upon the respective parties hereto, their respective successors and assigns.
- d) This Agreement may be modified only by a writing executed by all parties.
- e) This Agreement shall have an effective date of January 1, 2020, notwithstanding a later execution.

Dated this _____ day of _____, 2020.

CITY OF SEARCY

By: _____ ATTEST: _____
Mayor of Searcy City Clerk

Jordan M. Jones

By: _____ ATTEST: _____
Jordan M. Jones Branch Manager
Searcy Public Library