

RESOLUTION No. 2020 - 30

A RESOLUTION APPROVING A CERTAIN AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND PERFORM A CERTAIN AGREEMENT; 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 a certain agreement associated with the operations of the City of Searcy or that have an impact upon the residents of the City of Searcy, namely an agreement with:

A. Facilities Solutions Agreement with Cintas

(whether one or more, the "Agreement") copies of which have been submitted to the Searcy City Council; and

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 13th day of October, 2020.

/s/ Kyle Osborne
Mayor of Searcy

ATTEST

/s/ Jerry Morris

City Clerk



FACILITIES SOLUTIONS AGREEMENT

Location No. 650

Contract No. 210462063

Customer No. Multiple

Main Corporate Code → **New CC 13218**

Date 9/11/2020

Customer/Participating Agency City of Searcy

Phone _____

Address 409 W. Beebe Capps Ex. City Searcy State AR Zip 72143

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
x205	Womens Shirt	.153
x259	Pro Knit	.186
x268	T Shirt Pro Knit	.145
x270	Cargo Pant	.244
x273	High Image Workshirt	.186
x275	High Performance Polo	.224
x290	Carhartt Carpenter Jean	.56
x291	Pocket T Shirt	.195
x294	Carhartt FR Work Shirt	.428
x371	Carhartt FR Work Pant	.428

- This agreement is effective as of this date from August 11, 2020 to August 11, 2023, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.555 ea • Company Emblem \$ 2.055 ea
- Customer Emblem \$ 3.955 ea • Embroidery \$ N/A ea
- COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 76 % of initial invoice per delivery.
- Make-Up charge \$ 1.555 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.10 per garment.
- Seasonal Sleeve Change \$.55 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ 175.00
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 3.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	x10184	3x5 Active Scraper	01	any	2.258
	x10186	4x6 Active Scraper	01	any	2.606
	x10189	3x5 Xtraction Mat	01	any	3.000
	x10192	4x6 Xtraction Mat	01	any	3.618
	x10196	3x5 Traffic Mat	01	any	3.624
	x10197	4x6 Traffic Mat	01	any	5.177
	x1400	Industrial Soap	01	any	3.080
	x1401	Light Duty Soap	01	any	2.775
	x20023	Sig Hardwood	01	any	8.144

*Indicated bundled items/services

- Initial and check box if Unlease. All Garments will be cleaned by customer
Date _____
- Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control of customer.
Date _____
- Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.
Date _____

Cintas Loc. No: 650

CUSTOMER:
Please Sign Name _____

By: KAVIN RUSSO
Please Print Name _____

Title: Service Manager
Please Print Title _____

Accepted-GM: _____
Emp# _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 10 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 16 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

City of Searcy

Account Name	Sold-To #	State	Zip Code	Cintas Loc.
City of Searcy Street	15389869	AR	72143	650
City of Searcy Sanitation	15389986	AR	72143	650
Carmichael Center	15390195	AR	72143	650
Carmichael Center	15390171	AR	72143	650
Carmichael Center	15390422	AR	72143	650
Searcy Public Library	15390230	AR	72143	650
City of Searcy IT Dept.	15381616	AR	72143	650
City of Searcy Compost Center	15381583	AR	72143	651
City of Searcy	15382032	AR	72143	652
City of Searcy Mayor	15379731	AR	72143	653

The undersigned division, branch, subsidiary or operating unit of City of Searcy (hereinafter "Cintas Location") elects to participate in a rental service for garments and/or other rental items governed by the original local agreement (hereinafter "Agreement") entered into on date from local agreement as the same may be amended or renewed time to time by and between Cintas and City of Searcy.

Location contact information executive leadership	email	office phone / cell phone
Dan Augustine	augustined@cintas.com	501-268-8614 / 256-343-1444
Kevin Russell - Service Manager	russellk@cintas.com	501-268-8614 / 501-317-9273

Kevin Russell

Cintas representative - printed name



Signature

9-11-2020

Date

City of Searcy representative - printed name

Signature

Date