



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, December 28, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-21:110](#) Minutes for the Finance Committee meeting on December 14, 2021

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:295](#) RESOLUTION AUTHORIZING CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT TO APPLY FOR 2021 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM FROM THE US DEPARTMENT OF HOMELAND SECURITY

Sponsors: Grants, Fire Department and Finance

[RES-21:302](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SWEPT AWAY JANITORIAL SERVICES

Sponsors: Building Maintenance

Attachments: [General Service Agreement Jets Caraway Station](#)
[General Service Agreement The Foundation of Arts-Forum Theater](#)
[General Service Agreement City of Jonesboro Municipal Center](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-21:110

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance Committee meeting on December 14, 2021



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, December 14, 2021

4:30 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Present 6 - Charles Coleman; John Street; David McClain; LJ Bryant; Joe Hafner and Brian Emison

Absent 1 - Ann Williams

3. Approval of minutes

[MIN-21:102](#)

MINUTES FOR THE FINANCE & ADMINISTRATION COMMITTEE MEETING ON NOVEMBER 30, 2021

Attachments: [Finance Minutes 11302021](#)

A motion was made by Councilperson John Street, seconded by Councilperson Brian Emison, that this matter be Passed . The motion PASSED with the following vote.

Aye: 5 - Charles Coleman; John Street; David McClain; LJ Bryant and Brian Emison

[MIN-21:104](#)

Minutes for the Special Called Finance Committee meeting on December 2, 2021.

Attachments: [MINUTES](#)

A motion was made by Councilperson John Street, seconded by Councilperson Brian Emison, that this matter be Passed . The motion PASSED with the following vote.

Aye: 5 - Charles Coleman; John Street; David McClain; LJ Bryant and Brian Emison

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:292](#)

RESOLUTION OF THE CITY COUNCIL OF JONESBORO, ARKANSAS, CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

A motion was made by Councilperson John Street, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;LJ Bryant and Brian Emison

[RES-21:293](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A TWO YEAR LEASE CONTRACT FOR THE PURCHASE OF A SANITATION KNUCKLEBOOM TRUCK

Sponsors: Sanitation and Finance

Attachments: [City of Jonesboro \(3\) 12.1.2021](#)

Councilmember Dr. Charles Coleman said, "I have a question I need to ask the mayor. On this knuckleboom, is that lease just going to be for the two years or will we need to do something different down the road?" Mayor Harold Copenhaver said, "Steve you might be able to answer that. Cause we have three knucklebooms so it may be a revolving lease from one to the other." Finance Director Steve Purtee approached the podium, "Yes sir councilmember, that lease contract is for two years. At the conclusion of that two year period we will have the option to purchase that equipment or starting over." Councilmember Dr. Charles Coleman said, "Is that the only one we need. I guess I have this mindset that in a growing city that we would need more then what we got." Steve Purtee said, "If you'll recall, we began this program in 2019, this is kind of refreshing that group of equipment. We also entered into additional contracts in 2020 and then we have, in our proposed budget, an additional reset of contracts as well. I believe there's a total of five or six in the budget proposal as well."

A motion was made by Councilperson John Street, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;LJ Bryant and Brian Emison

[RES-21:296](#)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY AND ADMINISTRATION PLAN BY INCLUDING UPDATED PAY RANGES, JOB TITLES AND GRADES

Sponsors: Mayor's Office, Finance and Human Resources

Attachments: [2022 Job Titles by Grade](#)

A motion was made by Councilperson John Street, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;LJ Bryant and Brian Emison

[RES-21:297](#)

A RESOLUTION PROVIDING FOR THE ADOPTION OF A BUDGET FOR THE CITY OF JONESBORO, ARKANSAS, FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022, APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE THEREIN PROVIDED FOR; AND FOR OTHER PURPOSES

Sponsors: Mayor's Office and Finance

Attachments: [2022 Budget](#)
 [Jonesboro Budget 2022 Revised \[Read-Only\]](#)

Chairman Joe Hafner said, "I just got a couple comments on this, just to reiterate what I said at the working session. I think ya'll did a great job on the budget. As we said during the working session, I hope that we figure out a way to give everybody the 4%, even the ones that are maxed out at their step. I really think we need to look at the additional person to be the compliance officer for the new prepared food tax, privilege license, ect. I think that position would more than pay for itself. I hope we get to moving on the potential revenue bonds as soon as possible so we start getting some benefit in 2022 for that." Councilmember David McClain said, "The only other thing I would like to add, I think ya'll are going to adjust and give everybody a 4% increase if I'm reading correctly. I talked to you or Brian recently about the transportation person, especially since we increased our spending from \$100,000 in 2020 on sidewalks and things like that to \$750,000. We are going to need someone that can identify and help us in transitioning to a pedestrian friendly town." Mayor Harold Copenhaver said, "Brian has been working on that. Would you like to assess that anymore?" Chief Administrative Officer Brian Richardson approached the podium, "Councilman McClain, I think you bring up a valid point, that we need to really research and study, to decide where we can put sidewalks and pedestrian networks that increase safety, especially when we are talking about making the type of investment that we are. I know that in the Engineering Department and Planning Department, this is something they've been working on and have some key projects that identify needs. We probably do need to get some advisement beyond those projects to what priorities fall in next. Of course, anytime you are talking about bring on a new full time position or salary to the City of Jonesboro, we need to take some time to really reflect on what those job duties would be cause we don't want to create a position that doesn't necessarily need to be a full time, maybe it's something we need on a consulting bases. All those options are on the table and being looked at." Mayor Harold Copenhaver said, "Councilman Hafner, I do want to say thank you again for the committee, for the work session that ya'll provided and your input as well. This is how good government works. I'm very pleased that in one year have accomplished a balanced budget due to the process that you have allowed us to go through. More importantly it's what we do moving forward. Addressing the 4%, Joe, yes sir, everybody will receive a 4% increase. Those officers that have maxed out on their levels and they only receive a certain part of their longevity pay, we will and we are going to make up that difference in their pay for them. Everybody for the city will receive a 4%, the step raise and 2% cola. In saying that and coming to a balanced budget, I want to make the committee aware, we're excited about how we have to move forward. I think it's important that large projects like possibilities of expansions, Caraway Roads expansion, which could be \$4 million, a new firehouse possibility, that could be anywhere from \$3.5 to \$7 million. I think all of these need to be brought forward and we do have reserves, we do have possibilities to using those reserves. We're also looking at broadband expansion in the community and that's going to be a sizeable investment of some nature, but that serves all of us. We have to look at a holistic approach. In council Tuesday night, I do plan on making an overall statement, of course, for the entire council, but keep in mind, we have assessed many of the department needs. We've grown in areas that we feel necessary and we're hearing the concerns and we're taking one step at a time. We feel very confident we've done a lot of due diligence and this is just the beginning. We've got next year, we've got the following year but we have to work in a progression order. I do want to commend our department heads. We've had those conversations, they understand it to the full capability of what we're trying to work for and I appreciate their corporation in this as well."

A motion was made by Councilperson John Street, seconded by Councilperson Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;LJ Bryant and Brian Emison

5. Pending Items

6. Other Business

Chairman Joe Hafner said, "Steve sent out the financials today. I thank you for doing that." Councilmember Dr. Charles Coleman said, "I just want to thank Steve. I know sometimes he looks a little dry when he comes up. We're not going to bite you Steve. I personal think you have done a bang up job getting the information to me because when I can get something on time to read that makes me feel good about it."

7. Public Comments

Norma Ferrel, 108 E. Gordon Street, approached the podium, "I am concerned with, on North Main going out on 141, about the tire company, not sure if it's Lightning Tire Company or if it's Sartin's Tire Company, the name has been changed. It looks like a junkyard, people that come down that highway sees that every day. We also have a house on 416 N. Main that the same way. We have been trying to get help for over 15 years and no one seems to listen. It looks bad, we want to make our city beautiful, we say that, we are tired of looking at it. We need something done. We almost run into a tractor trailer on Word Street, there's no lights or anything. I call Code all the time, they come and he moves it and it may be gone a week then two weeks later its still back there. Is there anyone that can help?" Mayor Harold Copenhaver said, "Norma, thank you for your emails because we are addressing the issue. We are well aware that yes he does move it from one day to the next after Code Enforcement." Code Enforcement Director Mike Tyner approached the podium, "In reference to this business, Mr. Sartin Sr. owns the property and his son Kevin owns the business. He was issued a citation yesterday. In conjunction with that as well, we have been working the Police Patrol Division to mitigate some of the parked cars and I actually have a request in front of the traffic committee to put no parking signs along the roadway there. We've gotten several complaints because it creates a blind corner and when you're trying to pull off onto Word off 141 or vice versa. We've gotten complaints from the school district because they can't run a bus down there because the roadway is either reduced or visibility is reduced, so we're taking proactive steps to move forward and get that area cleaned up. I'm going to reach out to out Planning and Zoning Department to work on the business aspect of it as far as what practices are accepted, what we can do to help enforce it or what we can do to assist them in enforcing that to get the area cleaned up, because as it sits now, she's very correct, it looks horrible. It's a stain on that area of town and it's gone on for way to long. We are taking steps to get that taking care of."

8. Adjournment

A motion was made by Councilperson LJ Bryant, seconded by Councilperson Brian Emison, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;LJ Bryant and Brian Emison



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:295

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION AUTHORIZING CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT TO APPLY FOR 2021 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM FROM THE US DEPARTMENT OF HOMELAND SECURITY

WHEREAS, applications are now being accepted for the FY 2021 AFG program; and

WHEREAS, the AFG program is funded at 90% by the U.S. Department of Homeland Security and a 10% local match is required; and

WHEREAS, the Jonesboro Fire Department is seeking funding for \$24,742.50 (proposed federal share is \$22,493.18 and the local match would be \$2,249.32); and

WHEREAS, this funding allows purchase of the Bullseye Digital Fire Extinguisher System to utilize for safe, cost effective, and flexible fire safety training to the community. The proposed system would eliminate the need for real fires in training and reduce training costs over a sustained period for things such as refilling or purchasing fire extinguishers. More participants would also be able to take part in the trainings.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The Jonesboro, Arkansas City Council supports the submission of the 2021 application to the AFG program for the Bullseye Digital Fire Extinguisher System.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all necessary documents to effectuate the application for submission by the Grants and Community Development Department.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:302

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SWEPT AWAY JANITORIAL SERVICES

WHEREAS, the City of Jonesboro, Arkansas and Swept Away Janitorial Services desire to enter into an agreement for Swept Away Janitorial Services to perform janitorial services to the City of Jonesboro Municipal Center; the JET Caraway Station and Forum Theater; and

WHEREAS, the City of Jonesboro advertised bids for the Municipal Center and Swept Away Janitorial Services was selected accordingly; and

WHEREAS, said agreement is attached hereto and the terms set out therein;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

1. The City of Jonesboro approves the Agreement with Swept Away Janitorial Services to perform janitorial services for the Jonesboro Municipal Center. That the term of the Agreement shall be for a period of one year with the option to extend at the end of the initial term.
2. Fees for facility janitorial services provided by Swept Away are as follows; \$5,322.36 per month for the Municipal Center, \$1,118.57 per month for the Forum Theater and \$650.63 per month for the JET Transfer Station plus applicable taxes, if any. All other details of the agreements, including the scope of services to be provided, are set out in the attachments.
2. The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

General Service Agreement

This Service Agreement (Agreement) is made effective this January 1, 2022 by and between **Swept Away Janitorial LLC** hereinafter referred to as “Contractor” and **Jets Caraway Station** hereinafter referred to as “Client.”

NOW, THEREFORE, the parties hereto agree as follows:

1. GENERAL DUTIES

- a. At all times, Contractor shall perform all duties hereto outlined in a professional, ethical, and businesslike manner. Contractor shall make every possible effort to ensure the proper delivery of services as outlined in this Agreement. Client will make a designated representative available to Contractor when challenges are arising so that equitable solutions to any potential challenges can be established.

2. CHEMICALS, SUPPLIES AND EQUIPMENT

- a. Contractor shall supply all supplies and equipment necessary to provide janitorial services as outlined in this Agreement.
- b. Consumables such as liners, toilet paper, paper towels, soap, sanitary napkins, toilet seat covers, and deodorizers are included in the above listed price for services.
- c. Contractor shall stock enough paper goods, hand soap, and liners to not run out in between service times.

3. PERSONNEL / EEOC POLICY

- a. All matters pertaining to the recruitment, screening, hiring, and retention of employees shall be the exclusive responsibility of Contractor. Contractor shall adhere to all local, state, and federal laws concerning Equal Employment Opportunity laws and shall not discriminate based on race, religion, sex or age. Contractor shall comply with all local, regional, and federal regulations relative to payroll taxes, unemployment, general liability, minimum wage, health care, etc.
- b. Any employee of Contractor may be removed from the site work force upon written request of Client.

4. NON-SOLICITATION

- a. During the term of this agreement and for a period of twelve (12) months following termination, Client shall not, directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by Contractor without first obtaining written consent of Contractor.

5. INSURANCE

- a. Contractor shall be fully insured with general liability and workers compensation policies. Upon the execution of a signed agreement between Contractor and Client, Client may request a copy of Contractor’s proof of insurance in accordance with the requirements of Client.

6. CONTRACT COMPLIANCE

- a. Contractor management shall work closely with a designated Client representative or representatives to ensure compliance with the requirements of this Agreement. Contractor shall additionally assign an off-site manager who will be responsible for day-to-day compliance of this Agreement. Contractor shall provide the contact information of this manager to Client.
- b. Prior to signing any agreement for services, Client shall provide to Contractor a list of defined services, or Scope of Work (SOW), that are to be performed at Clients facility. If Client does not have a SOW, Contractor shall provide one that is consistent with the agreed upon price. Contractor and Client should agree on the SOW prior to any signed agreement for services. A copy of the agreed upon SOW shall be included with this Agreement.

7. SAFETY

- a. Contractor shall train all employees on a regular basis to ensure said employees understand and comply with the safety procedures of Client. In addition to the safety requirements of Client, Contractor shall ensure that all employees are trained how to properly adhere to all local, state, and federal regulations concerning safety in the workplace.

8. STORAGE/OFFICE

- a. Client shall make every possible effort to provide Contractor with an area to safely store any and all equipment, chemicals, small tools, and office supplies needed to execute this Agreement. Contractor shall be responsible for the security of all items within this defined area. Any damage to assigned storage areas that would be attributed to "normal wear and tear" shall not be charged, invoiced, or billed to Contractor. Client may not deduct costs for any damage from Contractor billing without first obtaining an agreement in writing from Contractor.

9. PRICING ADJUSTMENT

- a. The pricing for this Agreement is as defined in the pricing section of the general provisions. However, it shall be understood that prices for services may need to be adjusted on occasion based on any increases in the federal or state minimum wage, State or Federal unemployment taxes, workers compensation, general liability, FICA, or any new taxes or fees imposed by Local, State, and Federal government agencies. In the event of the need to increase the cost for services to Client by Contractor pursuant to this subsection, Contractor must first obtain approval from Client. It is understood that this increase does not constitute a need for a re-bid process for this agreement.
- b. It is understood that Contractor desires to pay an acceptable living wage to its employees in exchange for work provided at Client's facility. In consideration of this desire, Contractor may request a price increase to yearly services for the purposes of providing a cost-of-living increase for employees of Contractor. The amount of this increase shall not exceed the national CPI. In the event of a request of an increase by Contractor pursuant to this subsection, Client may approve said increase at its discretion. It is understood that this increase does not constitute a need for a re-bid process for this agreement.
- c. In the event of an increase or decrease to Contractor's price for services for any reason, Contractor and Client may amend this document with an addendum which shall list out any and all price adjustments and shall also include the purpose for any said price increase.

- d. Should Client request a change in services as a result of opening a new building, unit, wing or from the permanent closing of a building, unit or wing and should such change result in a change of costs to contractor, the monthly price for services shall be adjusted by the projected change in costs to Contractor with an addendum to this contract.

10. EXTRA LABOR

- a. It is understood, that from time to time, Client may have the need for labor services outside of the scope of work. Within the scope of janitorial services charges for any extra labor will be \$19.75 per hour for regular work and \$30.00 for overtime, weekend, and holiday work.

11. INVOICING AND NON-PAYMENT

- a. Contractor will invoice Client for contracted services with payment expected at conclusion of service for the month that service is billed. (*EXAMPLE: Contractor will pre-bill for December services at the first of December with payment expected by the end of December.*)
- b. Any challenges to this provision shall be discussed and any and all alternative agreements should be documented and agreed to prior to the execution of any signed agreement between Contractor and Client.
- c. It is understood by both parties that Contractor requires prompt payment for services to operate effectively. As such, in the event of Client's failure to provide payment to Contractor for services rendered within sixty (60) days from the issuance of an invoice for services pursuant to this subsection, Contractor may terminate this agreement with immediate effect. It is understood, in the event of non-payment Contractor will employ any and all legal means of collecting owed monies for services provided.
- d. It is understood that Contractor shall collect all sales and use taxes as required by state, county, and city governments that the work shall be performed in.

12. INCLEMENT WEATHER

- a. In the event of inclement weather such as snow or ice, Contractor shall make every effort possible to ensure services are performed. However, it is understood that occasions may arise where getting employees to work is not possible due to roads being considered unsafe. In these instances, Contractor shall work with Client to determine an action plan and what will and will not be accomplished on these days.

13. LENGTH OF CONTRACT

- a. The initial term on this Agreement shall commence on January 1st, 2022 and it shall continue in effect for a period of one (1) year. Thereafter, upon mutual agreement between Client and Contractor, this Agreement shall continue a yearly basis at the mutually agreed to price, including all price increases or reductions. If no price increase shall occur, and there is no written communication to Contractor indicating Client's desire to discontinue services, an automatic extension to this Agreement of one (1) year of will take effect.

14. TERMINATION

- a. This agreement may be terminated by Client or Contractor with or without cause by giving at least thirty (30) days' notices in writing on company letterhead and delivered by mail or email to Contractor. In the event of termination by Client pursuant to this subsection, Client may immediately relieve Contractor of all daily duties, provided that Client shall pay

Contractor at the then applicable monthly billing rate to the termination date included in the original termination notice.

15. FINAL AGREEMENT

- a. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16. GOVERNING LAW

- a. This Agreement shall be construed and enforced in accordance with the laws of the state of Arkansas.

17. HEADINGS

- a. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

18. SEVERABILITY

- a. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

19. ARBITRATION

- a. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Craighead County, or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.

20. ACCEPTANCE OF TERMS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CONTRACTOR

Swept Away Janitorial LLC

Print Name: Banthe Kevin Munoz

Title: President

Signature:  _____

Date: December 18, 2021

CLIENT

Jets Caraway Station

Print Name: _____

Title: _____

Signature: _____

Date: _____

22. PRICE FOR SERVICES

Client agrees to pay contractor:

PRODUCTS AND SERVICES			
Product Name	Line-Item Description	Monthly Price	Annual Price
Night Cleaning	5 Days Per Week; Monday through Friday	\$599.66	\$7,195.92
	Sales Tax (8.5%):	\$50.97	\$611.65
	Total Cost:	\$650.63	\$7,807.57

APPROVAL OF PRICING:
CLIENT

Client Legal Name

Print Name: _____

Title: _____

Signature: _____

Date: _____

General Service Agreement

This Service Agreement (Agreement) is made effective this January 1, 2022 by and between **Swept Away Janitorial LLC** hereinafter referred to as “Contractor” and **The Foundation of Arts-Forum Theater** hereinafter referred to as “Client.”

NOW, THEREFORE, the parties hereto agree as follows:

1. GENERAL DUTIES

- a. At all times, Contractor shall perform all duties hereto outlined in a professional, ethical, and businesslike manner. Contractor shall make every possible effort to ensure the proper delivery of services as outlined in this Agreement. Client will make a designated representative available to Contractor when challenges are arising so that equitable solutions to any potential challenges can be established.

2. CHEMICALS, SUPPLIES AND EQUIPMENT

- a. Contractor shall supply all supplies and equipment necessary to provide janitorial services as outlined in this Agreement.
- b. Consumables such as liners, toilet paper, paper towels, soap, sanitary napkins, toilet seat covers, and deodorizers are included in the above listed price for services.
- c. Contractor shall stock enough paper goods, hand soap, and liners to not run out in between service times.

3. PERSONNEL / EEOC POLICY

- a. All matters pertaining to the recruitment, screening, hiring, and retention of employees shall be the exclusive responsibility of Contractor. Contractor shall adhere to all local, state, and federal laws concerning Equal Employment Opportunity laws and shall not discriminate based on race, religion, sex or age. Contractor shall comply with all local, regional, and federal regulations relative to payroll taxes, unemployment, general liability, minimum wage, health care, etc.
- b. Any employee of Contractor may be removed from the site work force upon written request of Client.

4. NON-SOLICITATION

- a. During the term of this agreement and for a period of twelve (12) months following termination, Client shall not, directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by Contractor without first obtaining written consent of Contractor.

5. INSURANCE

- a. Contractor shall be fully insured with general liability and workers compensation policies. Upon the execution of a signed agreement between Contractor and Client, Client may request a copy of Contractor’s proof of insurance in accordance with the requirements of Client.

6. CONTRACT COMPLIANCE

- a. Contractor management shall work closely with a designated Client representative or representatives to ensure compliance with the requirements of this Agreement. Contractor shall additionally assign an off-site manager who will be responsible for day-to-day compliance of this Agreement. Contractor shall provide the contact information of this manager to Client.
- b. Prior to signing any agreement for services, Client shall provide to Contractor a list of defined services, or Scope of Work (SOW), that are to be performed at Client's facility. If Client does not have a SOW, Contractor shall provide one that is consistent with the agreed upon price. Contractor and Client should agree on the SOW prior to any signed agreement for services. A copy of the agreed upon SOW shall be included with this Agreement.

7. SAFETY

- a. Contractor shall train all employees on a regular basis to ensure said employees understand and comply with the safety procedures of Client. In addition to the safety requirements of Client, Contractor shall ensure that all employees are trained how to properly adhere to all local, state, and federal regulations concerning safety in the workplace.

8. STORAGE/OFFICE

- a. Client shall make every possible effort to provide Contractor with an area to safely store any and all equipment, chemicals, small tools, and office supplies needed to execute this Agreement. Contractor shall be responsible for the security of all items within this defined area. Any damage to assigned storage areas that would be attributed to "normal wear and tear" shall not be charged, invoiced, or billed to Contractor. Client may not deduct costs for any damage from Contractor billing without first obtaining an agreement in writing from Contractor.

9. PRICING ADJUSTMENT

- a. The pricing for this Agreement is as defined in the pricing section of the general provisions. However, it shall be understood that prices for services may need to be adjusted on occasion based on any increases in the federal or state minimum wage, State or Federal unemployment taxes, workers compensation, general liability, FICA, or any new taxes or fees imposed by Local, State, and Federal government agencies. In the event of the need to increase the cost for services to Client by Contractor pursuant to this subsection, Contractor must first obtain approval from Client. It is understood that this increase does not constitute a need for a re-bid process for this agreement.
- b. It is understood that Contractor desires to pay an acceptable living wage to its employees in exchange for work provided at Client's facility. In consideration of this desire, Contractor may request a price increase to yearly services for the purposes of providing a cost-of-living increase for employees of Contractor. The amount of this increase shall not exceed the national CPI. In the event of a request of an increase by Contractor pursuant to this subsection, Client may approve said increase at its discretion. It is understood that this increase does not constitute a need for a re-bid process for this agreement.
- c. In the event of an increase or decrease to Contractor's price for services for any reason, Contractor and Client may amend this document with an addendum which shall list out any and all price adjustments and shall also include the purpose for any said price increase.

- d. Should Client request a change in services as a result of opening a new building, unit, wing or from the permanent closing of a building, unit or wing and should such change result in a change of costs to contractor, the monthly price for services shall be adjusted by the projected change in costs to Contractor with an addendum to this contract.

10. EXTRA LABOR

- a. It is understood, that from time to time, Client may have the need for labor services outside of the scope of work. Within the scope of janitorial services charges for any extra labor will be \$19.75 per hour for regular work and \$30.00 for overtime, weekend, and holiday work.

11. INVOICING AND NON-PAYMENT

- a. Contractor will invoice Client for contracted services with payment expected at conclusion of service for the month that service is billed. (*EXAMPLE: Contractor will pre-bill for December services at the first of December with payment expected by the end of December.*)
- b. Any challenges to this provision shall be discussed and any and all alternative agreements should be documented and agreed to prior to the execution of any signed agreement between Contractor and Client.
- c. It is understood by both parties that Contractor requires prompt payment for services to operate effectively. As such, in the event of Client's failure to provide payment to Contractor for services rendered within sixty (60) days from the issuance of an invoice for services pursuant to this subsection, Contractor may terminate this agreement with immediate effect. It is understood, in the event of non-payment Contractor will employ any and all legal means of collecting owed monies for services provided.
- d. It is understood that Contractor shall collect all sales and use taxes as required by state, county, and city governments that the work shall be performed in.

12. INCLEMENT WEATHER

- a. In the event of inclement weather such as snow or ice, Contractor shall make every effort possible to ensure services are performed. However, it is understood that occasions may arise where getting employees to work is not possible due to roads being considered unsafe. In these instances, Contractor shall work with Client to determine an action plan and what will and will not be accomplished on these days.

13. LENGTH OF CONTRACT

- a. The initial term on this Agreement shall commence on January 1st, 2022 and it shall continue in effect for a period of one (1) year. Thereafter, upon mutual agreement between Client and Contractor, this Agreement shall continue a yearly basis at the mutually agreed to price, including all price increases or reductions. If no price increase shall occur, and there is no written communication to Contractor indicating Client's desire to discontinue services, an automatic extension to this Agreement of one (1) year of will take effect.

14. TERMINATION

- a. This agreement may be terminated by Client or Contractor with or without cause by giving at least thirty (30) days' notices in writing on company letterhead and delivered by mail or email to Contractor. In the event of termination by Client pursuant to this subsection, Client may immediately relieve Contractor of all daily duties, provided that Client shall pay

Contractor at the then applicable monthly billing rate to the termination date included in the original termination notice.

15. FINAL AGREEMENT

- a. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16. GOVERNING LAW

- a. This Agreement shall be construed and enforced in accordance with the laws of the state of Arkansas.

17. HEADINGS

- a. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

18. SEVERABILITY

- a. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

19. ARBITRATION

- a. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Craighead County, or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.

20. ACCEPTANCE OF TERMS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CONTRACTOR

Swept Away Janitorial LLC

Print Name: Banthe Kevin Munoz

Title: President

Signature:  _____

Date: December 18, 2021

CLIENT

The Foundation of Arts-Forum Theater

Print Name: _____

Title: _____

Signature: _____

Date: _____

22. PRICE FOR SERVICES

Client agrees to pay contractor:

PRODUCTS AND SERVICES			
Product Name	Line-Item Description	Monthly Price	Annual Price
Night Cleaning	3 Days Per Week	\$1,030.94	\$12,371.28
	Sales Tax (8.5%):	\$87.63	\$1,051.56
	Total Cost:	\$1,118.57	\$13,422.84

APPROVAL OF PRICING:
CLIENT

Client Legal Name

Print Name: _____

Title: _____

Signature: _____

Date: _____

General Service Agreement

This Service Agreement (Agreement) is made effective this January 1, 2022 by and between **Swept Away Janitorial LLC** hereinafter referred to as “Contractor” and **The City of Jonesboro** hereinafter referred to as “Client.”

NOW, THEREFORE, the parties hereto agree as follows:

1. GENERAL DUTIES

- a. At all times, Contractor shall perform all duties hereto outlined in a professional, ethical, and businesslike manner. Contractor shall make every possible effort to ensure the proper delivery of services as outlined in this Agreement. Client will make a designated representative available to Contractor when challenges are arising so that equitable solutions to any potential challenges can be established.

2. CHEMICALS, SUPPLIES AND EQUIPMENT

- a. Contractor shall supply all supplies and equipment necessary to provide janitorial services as outlined in this Agreement.
- b. Consumables such as liners, toilet paper, paper towels, soap, sanitary napkins, toilet seat covers, and deodorizers are included in the above listed price for services.
- c. Contractor shall stock enough paper goods, hand soap, and liners to not run out in between service times.

3. PERSONNEL / EEOC POLICY

- a. All matters pertaining to the recruitment, screening, hiring, and retention of employees shall be the exclusive responsibility of Contractor. Contractor shall adhere to all local, state, and federal laws concerning Equal Employment Opportunity laws and shall not discriminate based on race, religion, sex or age. Contractor shall comply with all local, regional, and federal regulations relative to payroll taxes, unemployment, general liability, minimum wage, health care, etc.
- b. Any employee of Contractor may be removed from the site work force upon written request of Client.

4. NON-SOLICITATION

- a. During the term of this agreement and for a period of twelve (12) months following termination, Client shall not, directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by Contractor without first obtaining written consent of Contractor.

5. INSURANCE

- a. Contractor shall be fully insured with general liability and workers compensation policies. Upon the execution of a signed agreement between Contractor and Client, Client may request a copy of Contractor’s proof of insurance in accordance with the requirements of Client.

6. CONTRACT COMPLIANCE

- a. Contractor management shall work closely with a designated Client representative or representatives to ensure compliance with the requirements of this Agreement. Contractor shall additionally assign an off-site manager who will be responsible for day-to-day compliance of this Agreement. Contractor shall provide the contact information of this manager to Client.
- b. Prior to signing any agreement for services, Client shall provide to Contractor a list of defined services, or Scope of Work (SOW), that are to be performed at Client's facility. If Client does not have a SOW, Contractor shall provide one that is consistent with the agreed upon price. Contractor and Client should agree on the SOW prior to any signed agreement for services. A copy of the agreed upon SOW shall be included with this Agreement.

7. SAFETY

- a. Contractor shall train all employees on a regular basis to ensure said employees understand and comply with the safety procedures of Client. In addition to the safety requirements of Client, Contractor shall ensure that all employees are trained how to properly adhere to all local, state, and federal regulations concerning safety in the workplace.

8. STORAGE/OFFICE

- a. Client shall make every possible effort to provide Contractor with an area to safely store any and all equipment, chemicals, small tools, and office supplies needed to execute this Agreement. Contractor shall be responsible for the security of all items within this defined area. Any damage to assigned storage areas that would be attributed to "normal wear and tear" shall not be charged, invoiced, or billed to Contractor. Client may not deduct costs for any damage from Contractor billing without first obtaining an agreement in writing from Contractor.

9. PRICING ADJUSTMENT

- a. The pricing for this Agreement is as defined in the pricing section of the general provisions. However, it shall be understood that prices for services may need to be adjusted on occasion based on any increases in the federal or state minimum wage, State or Federal unemployment taxes, workers compensation, general liability, FICA, or any new taxes or fees imposed by Local, State, and Federal government agencies. In the event of the need to increase the cost for services to Client by Contractor pursuant to this subsection, Contractor must first obtain approval from Client. It is understood that this increase does not constitute a need for a re-bid process for this agreement.
- b. It is understood that Contractor desires to pay an acceptable living wage to its employees in exchange for work provided at Client's facility. In consideration of this desire, Contractor may request a price increase to yearly services for the purposes of providing a cost-of-living increase for employees of Contractor. The amount of this increase shall not exceed the national CPI. In the event of a request of an increase by Contractor pursuant to this subsection, Client may approve said increase at its discretion. It is understood that this increase does not constitute a need for a re-bid process for this agreement.
- c. In the event of an increase or decrease to Contractor's price for services for any reason, Contractor and Client may amend this document with an addendum which shall list out any and all price adjustments and shall also include the purpose for any said price increase.

- d. Should Client request a change in services as a result of opening a new building, unit, wing or from the permanent closing of a building, unit or wing and should such change result in a change of costs to contractor, the monthly price for services shall be adjusted by the projected change in costs to Contractor with an addendum to this contract.

10. EXTRA LABOR

- a. It is understood, that from time to time, Client may have the need for labor services outside of the scope of work. Within the scope of janitorial services charges for any extra labor will be \$19.75 per hour for regular work and \$30.00 for overtime, weekend, and holiday work.

11. INVOICING AND NON-PAYMENT

- a. Contractor will invoice Client for contracted services with payment expected at conclusion of service for the month that service is billed. (*EXAMPLE: Contractor will pre-bill for December services at the first of December with payment expected by the end of December.*)
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- d. It is understood that Contractor shall collect all sales and use taxes as required by state, county, and city governments that the work shall be performed in.

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20. ACCEPTANCE OF TERMS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CONTRACTOR

Swept Away Janitorial LLC

Print Name: Banthe Kevin Munoz

Title: President

Signature:  _____

Date: December 15, 2021

CLIENT

City of Jonesboro

Print Name: _____

Title: _____

Signature: _____

Date: _____

22. PRICE FOR SERVICES

Client agrees to pay contractor:

PRODUCTS AND SERVICES			
Product Name	Line-Item Description	Monthly Price	Annual
Night Cleaning	5 Days Per Week; Monday through Friday	\$5,322.36	\$63,868.32
	Sales Tax (8.5%):	\$452.40	\$5,428.81
	Total Cost:	\$5,774.76	\$69,297.13

APPROVAL OF PRICING:
CLIENT

Client Legal Name

Print Name: _____

Title: _____

Signature: _____

Date: _____