eden
THE CROSSROADS OF TEXAS

SPECIAL CITY COUNCIL MEETING

Tuesday, October 25, 2022 at 7:00 PM

CITY COUNCIL CHAMBERS - 120 Paint Rock Street, Eden, TX

Off: 325-869-2111 | Fax: 325-869-5075

AGENDA

1. CALL TO ORDER AND ROLL CALL

<u>**Mayor & Council Members**</u>

Mayor Agapito Torres | **Council Member Grover Hall**

Mayor Pro Tem Jennifer Martinez | **Council Member Bradley Gandy**

Council Member Priscilla Saiz Aguirre | **Council Member Randy Dunaway**

<u>**City Staff/Appointed Officials**</u>

City Administrator Laura Beeson

Public Works Supervisor Ronnie Winans

2. EXECUTIVE SESSION

The City Council for the City of Eden has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices, and 551.086 (Economic Development).

3. BUSINESS

Consideration and Possible Action On:

A. Consideration of and approval for Mayor to sign the following USDA Water and Wastewater Improvement Project Change Order:

1. Professional Engineering Services Amendment No. 2 Contract Price Increase of $10,000 for Basic Engineering and $40,000 for Inspection Services

B. Discussion regarding water and sewer utilities for the proposed new Concho County Hospital, Nursing Home, and additional patio homes and approval to proceed with the necessary research and survey costs

C. Consideration of Annual City Employee Uniform Service Agreement Proposals from Cintas and UniFirst

D. Consideration of Eden Economic Development Corporation requests:

1. Approval to fund a Part-Time Economic Development Coordinator to be employed by the City of Eden and assigned to the Eden Economic Development Corporation

2. Approval of Project Manager Job Description and approval to contract for services for a Project Manager for individual projects as they are presented

E. Discussion regarding Forensic Audit results and consideration of resulting actions

F. Updates regarding Management, Maintenance, and Funding of Golf Course

4. ADJOURN

Notice is posted in accordance with Chapter 551 Government Code, Vernon's Texas Codes, Annotated. I hereby certify that the above notice of meeting was posted on the bulletin board located at the City of Eden City Hall October 22, 2022 by 5:00 pm.

Laura Beeson, City Administrator

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted.
This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (325) 869-2211.

This is **EXHIBIT K**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [1/14/19].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: 10/XX/2022.

Background Data

Effective Date of Owner-Engineer Agreement: 1/14/19

Owner: City of Eden

Engineer: Enprotec / Hibbs & Todd, Inc.

Project: Water & Wastewater System Improvements

Nature of Amendment:

_X__ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

See attachment for detailed description of the proposed additional improvements.

Agreement Summary:

Original agreement amount:	**$ 664,300**
Net change for prior amendments:	**$ 154,000**
This amendment amount:	**$ 50,000**
Adjusted Agreement amount:	**$ 868,300**

Change in time for services (days or date, as applicable): ______

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:		ENGINEER:	
City of Eden		Enprotec / Hibbs & Todd, Inc.	
By:		By:	
Print name:	Agapito Torres	Print name:	Sage Diller, P.E.
Title:	Mayor	Title:	Associate Vice President
Date Signed:		Date Signed:	

Attachment

Construction Time Extensions

Due to the additional 180 days added to both the South Water Improvements Project (via Change Order No. 2) and the Sanitary Sewer Improvements Project (via Change Order No.2), $50,000 of additional professional fees will be required for part time Resident Project Representative (RPR) services, construction project management, and construction engineering. A summary of the additional fees are presented below:

Summary of Professional Fees		
Current Agreement		**Additional by Amendment 2**
Basic Engineering	$427,000	$10,000
Preliminary ENG Report	$51,800	$0
ENV Report	$23,400	$0
RPR	$228,300	$40,000
Surveying	$23,600	$0
Testing	$35,300	$0
Permitting	$28,900	$0

	Unifirst						Cintas		
	Service Frequency	No. of Persons / Issue Per Person	Total No. of Changes /Pieces	Price Per Piece	Total Full Service		Total No. of Changes /Pieces	Price Per Piece	Total Full Service
3 x 5 Mat	1	1	2/1	$4.32	$4.32		1	$2.61	$2.61
Bagged 18 x 18 Wipers	1	1	100/50	$0.28	$11.20		50	$0.55	$10.34
Long-Sleeve Shirt	1	3	21	$0.71	$14.91		21	$0.19	$3.99
Short-Sleeve Shirt	1	5	45	$0.58	$26.10		45	$0.19	$8.55
Pants Denim Jean	1	5	66	$1.02	$67.32		66	$0.32	$21.12
Uniform Advantage Program									$17.82
Total					**$123.85**				**$64.43**

Section 3, ItemC.

UniFirst

NEW ACCOUNT ☐ EXIST

INSTALLATION DATE ________
MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) CITY OF EDEN

LOC. NO. 819

ADDRESS 120 PAINT ROCK RD

ROUTE NO. X6050

EDEN, TX. 76837

DATE ________

PHONE 915-869-2211

SIC/NAICS 9199

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
MAT 3X5 SCRAPER		1	1	2/1	$4.32	S	$4.32	
BAGGED 18X18 WIPERS		1	1	100/50	$0.28	S	$11.20	
L.S. SHIRT		1	3	21	$0.71	S	$14.91	
S.S. SHIRT		1	5	45	$0.58	S	$26.10	
PANTS DENIM JEAN		1	5	66	$1.02	S	$67.32	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Direct Embroidery: Company name per piece	
GMPW	YES
ON GOING EMBLEM	YES

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	$10.50
ON GOING PREP CHARGE	YES

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☒

COMMENTS

FUEL SURCHARGE $3.00

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

SALES REP: ________
SALES REP (Print Name) DATE

ACCEPTED[5]: ________
LOCATION MANAGER (Signature) DATE

____
LOCATION MANAGER (Print Name and Title)

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: ________
CUSTOMER (Signature) DATE

____
CUSTOMER (Print Name and Title)

____
EMAIL

[1] Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

PRINT & SIGN (2) COPIES ON LEGAL-SIZE (8½" x 14") PAPER: ☐ **LOCAL UNIFIRST COPY** (SCANNED COPY TO CORPORATE OFFICE) ☐ **CUSTOMER COPY** Form #1253R - Rev. 08/21

Section 3, ItemC.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agre[illegible] and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the pri[illegible] and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement. CR 36 months

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for ~~60 months~~ after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive ~~60-month~~ periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date. Sign.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. *(* Poly-bag services incur additional charges.)*

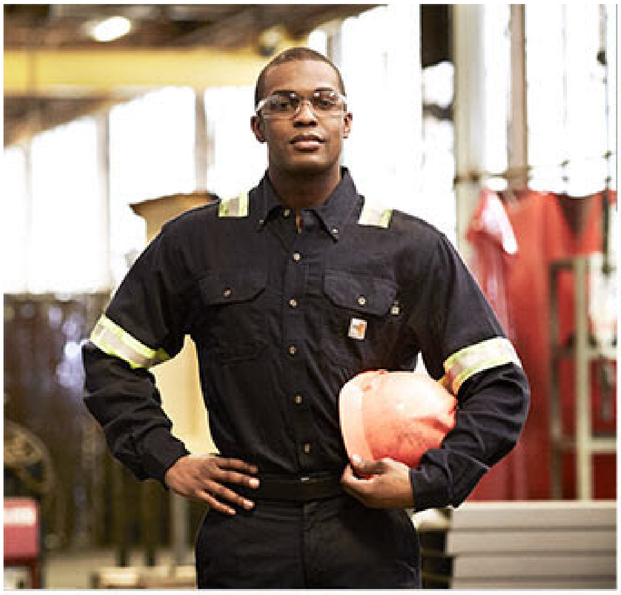
If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

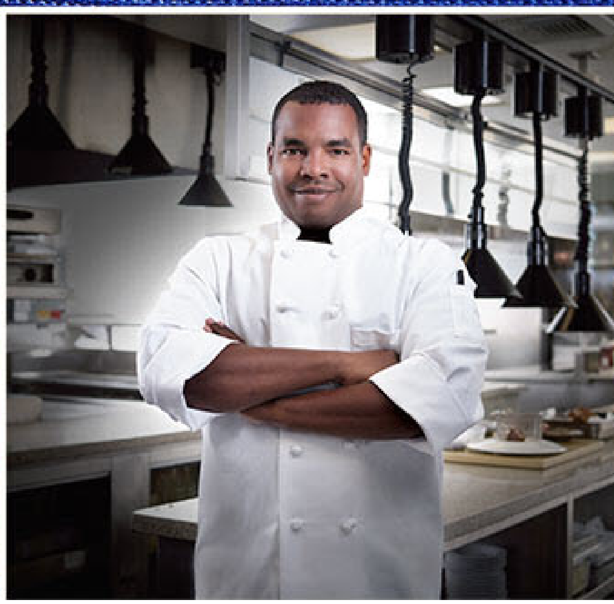
OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.



HARD-WORKING STYLE & COMFORT


UNIFORM DIFFERENTIATION

WHY IS THIS IMPORTANT?

81% of Americans would be more likely to trust a home service professional wearing a uniform.

70% of your customers feel that uniforms make your employees look neater and more professional.

60% of your prospects feel that uniforms would make your workers look better trained and proud of their company.

HOW THE UNIFORM RENTAL PROGRAM WORKS

You will be assigned a Cintas Representative and a set number of garments when you start the program.

Each week, your dirty garments will be picked up by your Cintas Representative, then washed, dried and finished.

We will inspect, repair, replace and change size at no additional charge.

Each week, your Cintas Representative will return your cleaned garments from the previous week.

Note: Eleven uniforms will be delivered the first week of your service. This is to provide clean uniforms for the second week while those from the first week are being laundered. The extra uniform is for use on delivery day.

WHAT MAKES US UNIQUE?

We're the **largest manager of flame resistant clothing programs** in North America.

We offer unique retail-inspired garments through our **exclusive partnerships with Carhartt®, Zorrel Apparel and TAL Fabrics.**

Cintas TruCount™

Accurate tracking of all of your uniforms throughout the service process.

Now, no missing garments in the uniform black hole. With our TruCount™ Inventory Control System, we know, and you know, exactly where your garments are at all times. It's communication, accountability and reliability delivered to you weekly by your Cintas Service Sales Representatives and powered by TruCount.™

OR THE WORKDAY READY FC

Proposal Date: 10/07/2022
Expiration Date: 11/06/2022

Customer Name		Prepared For:	
City Of Eden		**City Of Eden**	
Delivery Address:		Delivery Address Line 2:	
120 Paint Rock St			
City:	State / Province:	Zip / Postal Code:	Phone:
Eden	**TX**	**76837**	**325-869-2211**

Garment Group 1

Garment	Frequency	Inventory	Unit Price	Price
X970 X970-HIP LENGTH JKT	Weekly	6	$ 0.43	$ 2.60
X894 X894-DENIM JEAN	Weekly	66	$ 0.32	$ 20.79
X935 X935-COMFORT SHIRT	Weekly	66	$ 0.19	$ 12.22
X912 X912-COVERALL	Weekly	6	$ 0.27	$ 1.63
1 Employees / Price per employee per week: $ 37.24	**Weekly Total:**		$	**37.24**

Programs

Charge Description	Total Per Week
Uniform Advantage	$ 10.08
Premium Uniform Advantage	$ 0.00
Prep Advantage	$ 5.76
Emblem Advantage	$ 3.90
Weekly Total:	$ **19.74**

Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
X2477 X2477-3X5 SCRAPER MAT	Weekly	1	$ 2.61	$ 2.61 Auto LR :No/ Buy Back : No
X2160 X2160-SM SHOP TWL-RED	Weekly	50	$ 0.12	$ 6.00 Auto LR :No/ Buy Back : No
X2160 X2160-SM SHOP TWL-RED	Weekly	4	$ 0.43	$ 1.73 Auto LR :No/ Buy Back : No
		Weekly Total:	$	**10.34**

Section 3, ItemC.

Other Charges

Charge Description	Price Per Week
Service Charge	$ 0.00

Uniform Charges

Charge Description	One Time Charges
Name Emblem	$ 1.50
Company Emblem	$ 2.50
Preparation Charge	$ 1.50

TOTAL

Charge Description	Sale Price
Weekly Delivery Total	$ 67.32

Marcus
Sales Partner

BEATTYM@CINTAS.COM
UR v1

CINTAS THE UNIFORM PEOPLE

FACILITIES SOLUTIONS AGREEMENT

Location No. 439
Contract No.______
Customer No.______
Main Corporate Code → **New CC 13218**

Date______
Customer/Participating Agency City of Eden
Phone (325) 869-2211
Address 120 Paint Rock St. City Eden State TX Zip 76837

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
970	Jacket	0.430
381	Carhartt Denim Jeans	0.320
935	Work/Comfort Shirts	0.190
912	Coveralls	0.270
002	Uniform Advantage	0.070
14	Emblem Advantage	0.050
7074	Prep Advantage	0.040

- This agreement is effective as of this date from ______ to ______, 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 $N/A ea • Company Emblem $N/A ea
- Customer Emblem $N/A 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 2160-Shop Rags % of Inventory 4 $0.43 Ea.
- Automatic Lost Replacement Charge: Item N/A % of Inventory N/A $N/A Ea.
- Minimum Charge $35.00 per delivery.
- Make-Up charge $N/A 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 $0.155 per garment.
- Seasonal Sleeve Change $3.00 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 $N/A
- 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
	2160	Shop Rags	W	50	0.120
	2477	Scraper Mat	W	1	2.61

*Indicated bundled items/services

____ ☐ ____ Initial and check box if Unilease. 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
Date customer.

____ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date 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.

Cintas Loc. No: 439	CUSTOMER: Please Sign Name ____________
By: Marcus Beatty	Please Print Name ____________
Title: Market Development Rep.	Please Print Title ____________
Accepted-GM: ____________	Email ____________

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 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 50 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 36 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.

EDEN ECONOMIC DEVELPOMENT PROJECT MANAGER

JOB DESCRIPTION:

A Contract Project Manager will manage any projects presented and approved by the Eden Economic Development Board of Directors for the life of the project at a rate agreed upon by the Economic Development Board of Directors and ultimately voted and agreed upon by the Eden City Council. The Contract Project Manager will be assigned to projects with the goals and objectives of improving quality of life or economic growth in the City of Eden.

DUTIES OF PROJECT MANAGER:

Perform job duties in a manner that is consistent with the City of Eden's plan to be a leader among cities delivering outstanding quality services and products through citizen involvement, innovations and efficient use of resources. This includes the ability to manage projects, manage multiple priorities simultaneously, speak in public, analyze and identify alternative solutions, and implement recommendations in support of goals.

Ability to demonstrate interpersonal skills as applied to interaction with coworkers, the general public, City Administration, and the Eden Economic Development Board of Directors.

Knowledge of management principals, public administration, governmental operations and procedures applicable to federal, state, and local laws, rules, and regulations. Knowledge of state and federal Economic Development legislation, programs, and ensure compliance with such.

The Project manager ________________________________ agrees to carry out these duties for the purpose of completing the project __________________________ and agrees to do so for a rate of $___ /HR or agreed project cost of $_________

PROJECT MANAGER SIGNITURE: __________________________________DATE: ______________

EEDC BOARD OF DIRECTORS APPROVAL (OFFICER OF THE BOARD): ___________________________

DATE: _______________

CITY OF EDEN APPROVAL (MAYOR OF EDEN): _______________________________________

DATE: _______________