

RESOLUTION 2013 - 86

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON,
APPROVING A FLAME RESISTANT CLOTHING
SERVICE AGREEMENT WITH CINTAS**

WHEREAS, the City has determined the fire department would benefit from a service agreement that provides for the cleaning and on-going maintenance and replacement of fire resistive uniforms; and

WHEREAS, the City has previously entered into other similar agreements for uniform rental and other items used by other departments within the City; and

WHEREAS, the City Council and the City of Sunnyside have found and determined that such agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare, and that such Agreement should be continued through the terms of the agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference, by and among the City of Sunnyside and Cintas, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 12th day of November, 2013.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside



EXHIBIT "A"

New _____ Renewal _____

Location No. _____

Contract No. 480

Customer No. 481

Date 9/16/13

Phone 509 248-3782

FLAME RESISTANT CLOTHING SERVICE AGREEMENT

Customer Sunnyside City of

Address 818 E. EDISON

City SUNNYSIDE State WA Zip 98944

RENTAL UNIFORM PRICING:

Item #	Description	Non - Standard (Buy Back) Item		Inventory	Changes	Weekly Price
		Yes	No			
	<u>* SEE APPENDUM A</u>					

DIRECT SALE ITEM ONLY:

Item #	Description	Price

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
 - The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
 - Name Emblem \$ 1.95 ea • Company Emblem \$ 2.95 ea
 - Custom Emblem \$ _____ ea • Embroidery \$ _____ ea
 - COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
 - Credit Terms - Charge Payments Due 10 Days After End of Month
 - Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
 - Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
 - Minimum Charge \$ _____ per delivery
 - Make-Up Charge \$ 1.95 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. Shop towel container \$ N/A per week.
 - Artwork Charge for LogoMat \$ _____
 - Uniform Storage Lockers: \$ _____ ea/week, Laundry Lock-up: \$ _____ ea/week Shipping: \$ _____
 - Service Charge \$ 9.15 per delivery.
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employees size changed within 4 weeks of installation.
 - Other _____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price
	<u>SEE APPENDUM A</u>			

Cintas Loc. No. _____ Please Sign Name _____

By _____ Please Print Name _____

Title _____ Please Print Title _____

Accepted - GM: _____

Form Distribution: (1) White-Office (2) Canary-Customer (3) Pink-Corporate Office



FLAME RESISTANT GARMENT RENTAL SERVICE AGREEMENT EXHIBIT A

The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement, all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

All garments will be cleaned and maintained by Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death.

Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

Additional Customer employees, products and services may be added to this agreement and shall automatically become part of and subject to the terms herein. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the value of same, have been returned to Company. All garments and other rented items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If rental items are lost or destroyed by any means, Customer will pay the then current replacement values for said items.

This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing 180 days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, Company will automatically increase the uniform pricing then in effect by the amount of the increase in the Consumer Price Index for the previous twelve months or 5%.

Should Customer require garment sizes that are outside the standard size range for a specific product (unusually small or large sizes and/or unusually short or long sleeve or body length, etc.), Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.

Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame-resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garments to function as flame-resistant.

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 non-standard rental items are paid for at the then current replacement values.

Customer has ordered from Company a garment rental service requiring flame-resistant garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under the Uniform Pricing section of the Contract. If Customer deletes any non-standard product, alters the design of the non-standard product, fails to renew this agreement, or this agreement is terminated for documented quality of service reasons which are not cured as set forth above, Customer agrees to buy back all non-standard products allocated to Customer that the Company has in service and out of service at the then current replacement values. If Customer cancels this agreement prior to the applicable expiration date for any other reason, or Company terminates this agreement for cause, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term or buy back all garments allocated to customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.

Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under both the laws of the state where Customer is located and applicable federal laws providing for the enforcement of agreements to arbitrate disputes. Arbitration shall be administered by a single arbitrator selected by agreement of the parties. Any dispute arising under this agreement shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located. This agreement and any arbitration resulting therefrom shall be exclusively governed by the laws of the state where the Customer is located and applicable federal laws.

In consideration of the sizeable investment Company is making in flame-resistant garments, Customer guarantees Company minimum weekly revenue equal to 70% of the initial invoice; provided, however, the minimum weekly revenue amount will increase by an amount equal to 70% of any increases in the weekly invoice.

Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.