

RESOLUTION NO. 77-2023
Introduced by Matt Grieves

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CINTAS CORPORATION PERTAINING TO UNIFORM RENTAL FOR SERVICE DEPARTMENT PERSONNEL FOR A 60-MONTH TERM

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into an agreement with Cintas Corporation for the provision of uniforms for the City's Service Departments, which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3: That this Resolution shall go into effect, and be in full force, and effect, immediately upon its passage.



Monty Tapp, Mayor

ATTEST:



Clerk of Council

ADOPTED:

14 NOV 2023



CINTAS318

UTN# : 3479982
AE# : EM231003106E01
DESIGN NAME : City of Huron
DATE : 10/21/2023
SIZE : 1.89 H X 3.89 W inches
STITCH COUNT : 5021
FABRIC TYPE : T-Shirt knit



Scanned at High Color (16 Bit) and 1024 x 768 pixels resolution
If your scan appears fuzzy, please check your monitor for above settings
There will be variation in the colors (Fabric & Threads)
Between the actual swatch & digital swatch

Thread Details

T-Sequence	T-Code
01	1802
02	1649
03	1802



Location No. 318

Contract No. 12015931/12015968

STANDARD RENTAL SERVICE AGREEMENT

Customer No. 526,027

Date:

Customer: City Of Huron

Phone:

Address: 500 Cleveland Rd.W City: Huron State Oh. Zip: 44839

UNIFORM RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price. Rows include Cargo Pant, Hi-Vis T-Shirt, Cargo Short, Comfort Work Pant, Cintas Polo, Rip Stop Carhartt Work Pant.

- List of terms and conditions including: This agreement is effective as of the date of execution for a term of 60 months from date of installation. Additional charges listed below are subject to adjustment by Company effective upon notice to Customer...

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...

- List of terms and conditions including: 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.

FACILITY SERVICES PRODUCTS PRICING:

Table with 5 columns: Item #, Description, Rental Freq, Inventory, Unit Price. Rows include 3X10 Mat, 3X5 Mat, 4X6 Logo mat.

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

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No. 318
By
Title
Accepted-GM:

Please Sign Name
Please Print Name Matthew Lasko
Please Print Title City Manager
E-mail citymanager@huron.ohio.us



STANDARD UNIFORM RENTAL SERVICE AGREEMENT

1. 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.
2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. 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.
5. 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 current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.
6. 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, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the Customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should Customer discontinue bundling, pricing may be increased to the non-discounted pricing. 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.
7. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
8. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
9. **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.**
10. 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 of this agreement, and subject to all of its provisions, if this agreement is terminated early, 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 as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products 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.
11. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for the additional product and services added after the initial invoice.
12. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute 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.
13. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
14. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended by a written document executed by all parties.
15. This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Cintas, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Cintas.