

ORDINANCE NO.: 2024-76

FIRST READING August 12, 2024

INTRODUCED BY: CHRIS BELL

SECOND READING WAIVED

THIRD READING WAIVED

**ORDINANCE APPROVING THE STANDARD RENTAL SERVICE AGREEMENT BETWEEN CINTAS CORPORATION AND THE VILLAGE OF SOUTH RUSSELL FOR UNIFORMS AND FACILITY SERVICES PRODUCTS IN AN AMOUNT NOT TO EXCEED \$ 6,000<sup>00</sup>, AUTHORIZING THE STREET COMMISSIONER TO EXECUTE THE AGREEMENT, RATIFYING THE STREET COMMISSIONER'S EXECUTION OF THE AGREEMENT ON JULY 16, 2024, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Council desires to rent uniforms for certain Village employees and facility services products for certain Village work sites;

**WHEREAS**, Cintas Corporation is in the business of delivering and providing such uniforms and facility services products;

**WHEREAS**, Cintas Corporation provided to the Village a standard rental service agreement for delivery and provision of uniforms and facility services products pursuant to the Village's requested options (the "Agreement"), which Agreement is attached hereto and incorporated herein by reference as **Attachment 1** and which Agreement was executed by the Street Commissioner on July 16, 2024; and

**WHEREAS**, Council for the Village of South Russell desires to approve entering into the Agreement with Cintas Corporation and approve and ratify the execution of the Agreement by the Street Commissioner on behalf of the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of South Russell, Geauga County, Ohio that:

**SECTION 1.** The Agreement between Cintas Corporation and the Village of South Russell for the uniforms and facility services products in an amount not to exceed \$ 6,000<sup>00</sup> is hereby approved pursuant to the terms and conditions in the Agreement attached hereto as **Attachment 1**.

**SECTION 2.** The Street Commissioner is hereby authorized to execute the Agreement on behalf of the Village.

**SECTION 3.** The Street Commissioner's execution of the Agreement on July 16, 2024, is hereby ratified.

**SECTION 4.** The Mayor and Fiscal Officer are hereby authorized to take all necessary and appropriate action to effectuate the Agreement.

**SECTION 5.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**SECTION 6.** That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to obtain the uniforms and facility services products as soon as possible; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

William A. Koons  
Mayor - President of Council

ATTEST:

Danuelle Romanowski  
Fiscal Officer

I certify that Ordinance No. 2024-75 was duly enacted on the 12<sup>TH</sup> day of August, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danuelle Romanowski  
Fiscal Officer



## STANDARD RENTAL SERVICE AGREEMENT

Location No. 0259      Agreement No. 210069467      Customer No. 11903772      Date 7/16/2024  
 Customer VILLAGE OF SOUTH RUSSELL      Phone 440-338-3891  
 Address 5205 CHILLICOTHE RD      City CHAGRIN FALLS      State OH      Zip 44022

**UNIFORM PRICING:**

Material#	Description	Rental Frequency	Inventory	Unit Price
X374	MENS DRESS OXFORD - Rental		ANY	0.547
X383	CARHARTT PANT - Rental		ANY	0.784
X73080	HD NTRL PF IND 100CT GLV - Direct Sale		ANY	144.000
X828	OXFORD BTN DOWN - Rental	01	ANY	0.814
X865	MENS PLEATED UNIFORM SLACKS - Rental		ANY	0.547
X935	MENS COMFORT SHIRT WORK SHIRT - Rental		ANY	0.361
X945	MENS COMFORT PANT WORK PANTS - Rental		ANY	0.483

**EMBLEM PRICING:**

Material#	Description	Rental Frequency	Inventory	Unit Price
<u>370</u>	<u>Cargo Shorts</u>	<u>1</u>	<u>Any</u>	<u>.402</u>

**FACILITY SERVICES PRODUCTS PRICING:**

Material#	Description	Rental Frequency	Inventory	Unit Price
X2169	SM SHOP TWL - BLUE - Rental	01	ANY	0.191
X2477	3X5 SCRAPER MAT - Rental	01	ANY	4.299
X2477	3X5 SCRAPER MAT - Rental	04	ANY	9.673
X84035	3X10 BLACK MAT - Rental	01	ANY	7.657
X84035	3X10 BLACK MAT - Rental	04	ANY	17.229
X84335	3X5 BLACK MAT - Rental	04	ANY	7.700
X84335	3X5 BLACK MAT - Rental	01	ANY	3.422
X84435	4X6 BLACK MAT - Rental	04	ANY	13.602
X84435	4X6 BLACK MAT - Rental	01	ANY	6.045

- 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.
- COD Terms \$ \_\_\_\_\_ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Material \_\_\_\_\_ % of Inventory \$ \_\_\_\_\_ EA
- Make-Up Charge \$2.750 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 \$0.200 per garment
- Artwork Charge for Logo Mat \$ \_\_\_\_\_
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Service Charge: \$14.95 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 \$5.000 per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage \$0.248 per garment      Premium Advantage \$0.000 per garment
- Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage \$ \_\_\_\_\_ per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
- Prep Advantage \$0.093 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other \_\_\_\_\_

Initial and check box if Unilease. All garments will be cleaned by Customer.  
 Date \_\_\_\_\_



## STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

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 materials 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 material per year.
2. All garments and other rented materials 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 personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, 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.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garment 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 materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. 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. 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.
8. 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.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
10. **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 materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. 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.
12. 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 additional products and services added after the initial invoice.
13. 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 laws. 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 within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. 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, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.
17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work



# STANDARD RENTAL SERVICE AGREEMENT

\_\_\_\_/\_\_\_\_/\_\_\_\_  \_\_\_\_\_  
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 an 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 the 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

Customer certifies that  it is  is not a federal, state, or local government branch or agency.

**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 238  
By Timothy Alder  
Title Commissioner  
Accepted-GM Timothy Alder

Please Sign Name Timothy Alder  
Please Print Name Timothy Alder  
Please Print Title Street Commissioner  
E-Mail STREETS@SouthRussell.com



environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

18. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

19. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.