

ORDINANCE NO.: 2025-20

FIRST READING March 24, 2025

INTRODUCED BY: RUTH CAVANAUGH

SECOND READING WAIVED

THIRD READING WAIVED

**ORDINANCE REPEALING ORDINANCE 2024-76, APPROVING THE 5 YEAR FACILITY SERVICES RENTAL AGREEMENT BETWEEN CINTAS CORPORATION AND THE VILLAGE OF SOUTH RUSSELL FOR SHOP TOWELS AND MATS ONLY IN AN AMOUNT NOT TO EXCEED \$21,900.00, AUTHORIZING THE STREET COMMISSIONER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE AND DECLARING AN EMERGENCY.**

**WHEREAS**, by Ordinance No. 2024-76, Council of the Village of South Russell approved the standard rental service agreement between Cintas Corporation (“Cintas”) and the Village for uniforms and facility services in an amount not to exceed \$6,000;

**WHEREAS**, after review and consideration of the Village’s needs, Cintas has offered a new five-year agreement in its Facility Services Rental Agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein by reference as **Attachment 1**, for the Village’s rental of shop towels and mats only from Cintas; and

**WHEREAS**, Council desires to repeal Ordinance No. 2024-76 and approve the new Agreement with Cintas.

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

**SECTION 1.** Ordinance No. 2024-76 is hereby repealed.

**SECTION 2.** The Agreement, attached as **Attachment 1**, between Cintas and the Village of South Russell for the Village’s rental of shop towel and mats only is hereby approved in an amount not to exceed \$21,900.00 for a period of five years, pursuant to the Agreement’s terms and conditions;

**SECTION 3.** The Street Commissioner is hereby authorized to execute the Agreement on behalf of the Village.

**SECTION 4.** 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 5.** 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 to immediately implement the new Agreement; 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 J. Koux  
Mayor - President of Council

ATTEST:

Danulle Romnawski  
Fiscal Officer

I certify that Ordinance No. 2025-20 was duly enacted on the 24<sup>TH</sup> day of MARCH, 2025, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danulle Romnawski  
Fiscal Officer

# Facility Services Rental Agreement



Location #: 0259  
 Agreement #: 210069467  
 Customer #: 11903772  
 Customer: Village of South Russell  
 Address: 5205 CHILLICOTHE RD  
 City: Chagrin Falls

Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Zip: 44022

State: OH

**FACILITY SERVICES PRODUCTS PRICING:**

MATERIAL #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X2189	shop towel	01	ANY	\$ 0.355
X84035	3x10 black mat	04	ANY	\$ 17.883
X84335	3x5 black mat	04	ANY	\$ 7.992
X84435	4x6 black mat	04	ANY	\$ 14.118
X				
X				
X				
X				
X				
X				
X				
X				
X				
X				
X				
X				
X				
X				
X				
X				
X				

This agreement is effective as of the date of execution for a term of <b>60 months</b> from the 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: X	% of inventory	\$ ea
Automatic Lost Replacement Charge	Material: X	% of inventory	\$ ea
Automatic Lost Replacement Charge	Material: X	% of inventory	\$ ea
Artwork Charge for Logo Mat	\$		
Service Charge	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.		\$ 15.520 per delivery
Other			

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 Rep Signature \_\_\_\_\_ Customer Signature William G. Koons  
 Cintas Loc. No. \_\_\_\_\_ Print Name WILLIAM G. KOONS  
 By \_\_\_\_\_ Print Title MAYOR  
 Title \_\_\_\_\_ Email MAYOR@SOUTHRSSELL.COM  
 Accepted-GM \_\_\_\_\_

## FACILITY SERVICES 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 items will be cleaned and maintained by Company. Any Items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or destroyed by any means, Customer will pay for said items at the then current replacement values.
4. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled products 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. If Company provides floor mats to Customer, Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety locations at its location. 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.
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 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 (10) 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. Customer hereby agrees to defend, ~~indemnify~~ and hold harmless Company from any claims and damages arising out of or associated with this agreement.
8. Company guarantees to deliver the highest quality 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.
9. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. 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 for 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 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 products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customers' account prior to termination.
10. 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.
11. 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.
12. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other similar service provider.
13. 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, modified or supplemented by a written document executed by all parties, 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.
14. 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.
15. By signing the agreement, Customer authorizes Cintas to check its credit to determine payment terms for this agreement.
16. By signing the agreement, Customer waives its signature as a requirement for services rendered. Customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If Customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature.

Single Invoice: Signature Waived

Multiple Invoices: Signature Waived On All