



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

May 03, 2023

Commissioners Court
Harris County, Texas

RE: OMNIA Partners, Public Sector Cooperative Purchasing Program

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

Description: Uniform Rental Services for Harris County
Vendor(s): Cintas Corporation No. 2
Amount: \$ 50,044 previously approved funds for the term 06/09/2022 - 06/08/2023
49,956 additional funds for the extended term 06/09/2023 - 06/08/2024
\$100,000

Reviewed By: • Harris County Purchasing • Universal Services - Fleet
• Precinct 2 • Precinct 4

The vendor(s) has agreed to extend and add service locations under the same terms and conditions as set forth in the awarded contract, with no increase in pricing. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

GZ
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 16, 2023



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND
CINTAS CORPORATION NO. 2**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the “County”), acting by and through Universal Services - Fleet (the “Department”) and Cintas Corporation No. 2 (“Contractor”). The County and the Contractor are referred to herein collectively as “Parties” and individually as a “Party.”

Recitals

The County and the Contractor have entered into an Agreement (the “Agreement”) for uniform services for various County departments (the “Services”).

The current term of the Agreement will expire on June 9, 2023.

The Parties desire to amend the Agreement for the first time (“First Amendment”) for the purpose of extending the term and adding service locations.

Terms

I.

This First Amendment shall be governed by the Master Agreement, which is incorporated herein by reference as though fully set forth word for word.

II.

The term of the Agreement is extended until June 8, 2024. For the extended term and the additional service locations further identified in Exhibit A, the County hereby appropriates One Hundred Thousand and No/Dollars (\$100,000.00). All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written. Any legal terms listed in the documents in Exhibit A are subject to the Addendum to the Agreement executed between the Parties on June 9, 2020.

III.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

IV.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or any other terms and conditions, this First Amendment shall control.

V.

Execution. Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

CINTAS CORPORATION NO. 2

HARRIS COUNTY

By: 
VIRGINIA SCHABBING
MAJOR ACCOUNT MANAGER

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENELEE
COUNTY ATTORNEY

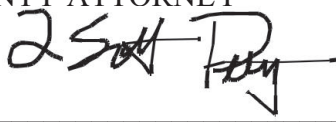

By: _____
T. Scott Petty
Assistant County Attorney
C.A. File 23GEN0989

Exhibit A

Order Forms for Additional Locations

(follow behind)

FACILITY SERVICES RENTAL AGREEMENT









Service Location No. : 024K
 MLRA/NA : 0210582673 Account Number : _____
 Contract No. : _____ Date : 03.21.2023
 Business Index : _____ Dynamics ID : f729db3c -8763 -208c -f447 -8a20c2901c7d

Customer Name East Park Office	DBA Name East Park Office
Delivery Address: 13737 Brownsville Street	Delivery Address Line 2:
City: HOUSTON	State / Province: TX
Zip / Postal Code: 77017	Phone: (713) 274-2378

*This agreement is effective as of the date of execution for a term of 60 months from the date of installation.

Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price
 X84435 X84435-4X6 BLACK MAT	Weekly	6	\$ 3.43 Auto LR :No/ Buy Back : No
 X6913 X6913-24OZ SYNTH WET MOP	Weekly	4	\$ 1.62 Auto LR :No/ Buy Back : No
 X6923 X6923-FIBGLS WET MOP HANDL	Weekly	1	\$ 0.00 Auto LR :No/ Buy Back : No
 X2590 X2590-36" DUST MOP	Weekly	2	\$ 1.50 Auto LR :No/ Buy Back : No
 X1947 X1947-36" MOP FRAME	Weekly	1	\$ 0.00 Auto LR :No/ Buy Back : No
 X6925 X6925-FBGLS DUST MOP HANDL	Weekly	1	\$ 0.00 Auto LR :No/ Buy Back : No

Storage

Charge Description	Per delivery
Shop Towel Container	\$ 0.00
Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spoils.	

Payment Charges

COD Terms per delivery charge for prior service (If Amount Due is Carried to Following Delivery).

Charge Description	Price
COD Term Charge	\$ 6.00

Other Charges

Charge Description	
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 on that may be incurred in the future by Company.	\$ 7.00
Artwork Charge for Logomat	\$ 0.00

Agreement Provisions

Description	Included: YES/NO
Linen Service Company will may make periodical physical inventories of items in possession or under control of Customer.	NO
Customer certifies it IS NOT a federal, state or local government branch or agency	
Other:	

AGREEMENT TERMS AND CONDITIONS

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 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 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.
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 0% 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. IF CUSTOMER CHOOSES TO RENT MASKS FROM CINTAS, CUSTOMER ACKNOWLEDGES THAT PURSUANT TO OSHA REGULATIONS, 29 CFR 1910.132 (SUBPART I), AN EMPLOYER BEARS SOLE RESPONSIBILITY FOR SELECTING THE TYPE(S) OF PERSONAL PROTECTIVE EQUIPMENT TO BE USED BY ITS EMPLOYEES. ALL PURCHASERS OF PERSONAL PROTECTIVE EQUIPMENT FROM CINTAS BEAR FULL RESPONSIBILITY FOR SELECTING THE PPE APPROPRIATE FOR USE BY THEIR EMPLOYEES. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE MASKS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE MASKS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

15. IF CUSTOMER CHOOSES TO RENT FLAME RESISTANT FACE, NECK AND HEAD COVERINGS ("FR COVERINGS"), CUSTOMER AGREES IT BEARS SOLE RESPONSIBILITY FOR SELECTING THE FR COVERINGS COVERED BY THIS AGREEMENT AND DETERMINING WHETHER SUCH ITEMS ARE APPROPRIATE FOR USE BY ITS EMPLOYEES AND AGENTS IN THEIR APPLICABLE WORK ENVIRONMENT(S). CUSTOMER ACKNOWLEDGES THAT COMPLIANCE WITH ALL OSHA OR OTHER SIMILAR REGULATIONS OR REQUIREMENTS RELATING TO PERSONAL PROTECTIVE EQUIPMENT IS THE SOLE RESPONSIBILITY OF CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CINTAS HAS MADE NO REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FR COVERINGS. CINTAS MAKES NO REPRESENTATION WHETHER THE FR COVERINGS CONSTITUTE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FR COVERINGS' 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 FR COVERINGS THAT THEY ARE NOT DESIGNED FOR SUBSTANTIAL HEAT EXPOSURE OR FOR USE AROUND OPEN FLAMES.

16. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE FR COVERINGS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE FR COVERINGS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

17. 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.

18. By signing the agreement, Customer authorizes Cintas to check its credit to determine payment terms for this agreement.

19. 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 Cintas Location No: 024K

20. I agree that I am authorized to sign on behalf of the East Park Office.

21. This agreement is subject to the terms and conditions set forth in this agreement and subject to Cintas GM approval. By signing below, Customer agrees to and accepts the terms and conditions set forth in this agreement.

Customer

Tina Vega

Purchasing Specialist

East Park Office

tina.vega@pct2.hctx.ne

Sales Representative

Cheston Bluett

Cintas Corporation



FACILITY SERVICES RENTAL SERVICE AGREEMENT

Location No. 81 Contract No. Customer No. Date 03/21/23
Customer Challenger 7 Education Center Phone 713-274-2383
Address 2301 W. Alasa Blvd. City Webster State TX Zip 77598

FACILITY SERVICES PRODUCTS PRICING

Table with 4 columns: Item #, Description, Rental Freq., Unit Price. Contains handwritten entries for 3x5 Mat, 4x6 Mat, and Wet Mop Large.

- 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 delivery 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.
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 \$ per delivery
Artwork Charge for LogoMat \$
Service Charge \$ 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.
Other

Customer certifies [checked] 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. 81 Please Sign Name
By Please Print Name
Title Please Print Title

Accepted - GM: email



FACILITY SERVICES RENTAL SERVICE AGREEMENT

Location No. 82 Contract No. Customer No. Date 03/21/23
Customer Doss Park Phone (713) 274-2383
Address 2500 Frick Rd. City Houston State TX Zip 77038

FACILITY SERVICES PRODUCTS PRICING

Table with 4 columns: Item #, Description, Rental Freq., Unit Price. Contains handwritten entries for items like 'Wet Mop', 'Dust Mop', '4x6 Mat', '3x5 Mat', and '3x10 Mat'.

- 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 delivery 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.
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 LogoMat \$
Service Charge \$ per delivery.
Other

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. 82 Please Sign Name
By Please Print Name
Title Please Print Title

Accepted - GM. email
Form Distribution: (1) White-Office (2) Canary-Customer (3) Pink-Corporate Office



FACILITY SERVICES RENTAL SERVICE AGREEMENT

Location No. 81 Contract No. Customer No. Date 03/21/23
Customer Frankie Carter Randolph Park Phone 713-274-2383
Address 5150 FM 2351 City Friendswood State Tx. Zip 77546

FACILITY SERVICES PRODUCTS PRICING

Table with 4 columns: Item #, Description, Rental Freq., Unit Price. Contains entries for 3x5 Mat, Wet Mop Large, and Dust Mop.

- 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 delivery 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.
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 \$ per delivery
Artwork Charge for LogoMat \$
Service Charge \$ 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.
Other

Customer certifies [checked] 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. 81 Please Sign Name
By Please Print Name
Title Please Print Title

Accepted - GM: email

FACILITY SERVICES RENTAL AGREEMENT









Service Location No. : 024K
 MLRA/NA : 0210582673 Account Number : _____
 Contract No. : _____ Date : 03.21.2023
 Business Index : _____ Dynamics ID : bae56b14 -54ec -e711 -a94d -000d3a1c5f15

Customer Name Sylvan Beach Pavilion		DBA Name Harris County Precinct-2	
Delivery Address: 1 Sylvan Beach Dr		Delivery Address Line 2:	
City: La Porte	State / Province: TX	Zip / Postal Code: 77571	Phone: 832-643-4422

*This agreement is effective as of the date of execution for a term of 60 months from the date of installation.

Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price
 X84435 X84435-4X6 BLACK MAT	Weekly	10	\$ 3.43 Auto LR :No/ Buy Back : No
 X6913 X6913-24OZ SYNTH WET MOP	Weekly	2	\$ 1.42 Auto LR :No/ Buy Back : No
 X6923 X6923-FIBGLS WET MOP HANDL	Weekly	1	\$ 0.00 Auto LR :No/ Buy Back : No
 X2590 X2590-36" DUST MOP	Weekly	2	\$ 1.50 Auto LR :No/ Buy Back : No
 X1947 X1947-36" MOP FRAME	Weekly	1	\$ 0.00 Auto LR :No/ Buy Back : No
 X6925 X6925-FBGLS DUST MOP HANDL	Weekly	1	\$ 0.00 Auto LR :No/ Buy Back : No

Storage

Charge Description	Per delivery
Shop Towel Container	\$ 0.00
Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spoils.	

Payment Charges

COD Terms per delivery charge for prior service (If Amount Due is Carried to Following Delivery).

Charge Description	Price
COD Term Charge	\$ 6.00

Other Charges

Charge Description	
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 on that may be incurred in the future by Company.	\$ 6.00
Artwork Charge for Logomat	\$ 0.00

Agreement Provisions

Description	Included: YES/NO
Linen Service Company will may make periodical physical inventories of items in possession or under control of Customer.	NO
Customer certifies it IS NOT a federal, state or local government branch or agency	
Other:	



AGREEMENT TERMS AND CONDITIONS

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 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 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.
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 25% 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. IF CUSTOMER CHOOSES TO RENT MASKS FROM CINTAS, CUSTOMER ACKNOWLEDGES THAT PURSUANT TO OSHA REGULATIONS, 29 CFR 1910.132 (SUBPART I), AN EMPLOYER BEARS SOLE RESPONSIBILITY FOR SELECTING THE TYPE(S) OF PERSONAL PROTECTIVE EQUIPMENT TO BE USED BY ITS EMPLOYEES. ALL PURCHASERS OF PERSONAL PROTECTIVE EQUIPMENT FROM CINTAS BEAR FULL RESPONSIBILITY FOR SELECTING THE PPE APPROPRIATE FOR USE BY THEIR EMPLOYEES. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE MASKS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE MASKS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

15. IF CUSTOMER CHOOSES TO RENT FLAME RESISTANT FACE, NECK AND HEAD COVERINGS ("FR COVERINGS"), CUSTOMER AGREES IT BEARS SOLE RESPONSIBILITY FOR SELECTING THE FR COVERINGS COVERED BY THIS AGREEMENT AND DETERMINING WHETHER SUCH ITEMS ARE APPROPRIATE FOR USE BY ITS EMPLOYEES AND AGENTS IN THEIR APPLICABLE WORK ENVIRONMENT(S). CUSTOMER ACKNOWLEDGES THAT COMPLIANCE WITH ALL OSHA OR OTHER SIMILAR REGULATIONS OR REQUIREMENTS RELATING TO PERSONAL PROTECTIVE EQUIPMENT IS THE SOLE RESPONSIBILITY OF CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CINTAS HAS MADE NO REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FR COVERINGS. CINTAS MAKES NO REPRESENTATION WHETHER THE FR COVERINGS CONSTITUTE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FR COVERINGS' 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 FR COVERINGS THAT THEY ARE NOT DESIGNED FOR SUBSTANTIAL HEAT EXPOSURE OR FOR USE AROUND OPEN FLAMES.

16. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE FR COVERINGS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE FR COVERINGS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

17. 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.

18. By signing the agreement, Customer authorizes Cintas to check its credit to determine payment terms for this agreement.

19. 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 Cintas Location No: 024K

20. I agree that I am authorized to sign on behalf of the Sylvan Beach Pavilion.

21. This agreement is subject to the terms and conditions set forth in this agreement and subject to Cintas GM approval. By signing below, Customer agrees to and accepts the terms and conditions set forth in this agreement.

Customer

Tina Vega

Purchasing Specialist

Sylvan Beach Pavilion

tina.vega@pct2.hctx.net

Sales Representative

Cheston Bluett

Cintas Corporation

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2023 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND
CINTAS CORPORATION NO. 2**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the First Amendment to the Agreement between Harris County and Cintas Corporation No. 2 for uniform services for various County departments; to extend the Agreement until June 8, 2024 and to add service locations; for One Hundred Thousand and No/Dollars (\$100,000.00) in appropriated funds; under the same terms and conditions specified in the Master Agreement and this First Amendment. The Master Agreement and First Amendment are incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.