

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of February, 2022, by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Cintas Corporation No. 3, a Nevada corporation, 2920 S East Ave Fresno, CA 93725 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY has a need for a qualified vendor to provide rental, laundering, and delivery of uniforms and miscellaneous dust materials, as set forth in Omnia Partners Contract No. R-BB-19002, which was competitively bid and awarded to CONTRACTOR; and

WHEREAS, CONTRACTOR is qualified and willing to perform such services to COUNTY according to the pricing contained in the CONTRACTOR's Contract No. R -BB -19002.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall provide all labor, materials, equipment, supplies, taxes, insurance, and warranties to perform services according to the rates contained in Attachment A, which is attached and incorporated by this reference. CONTRACTOR shall supply, service and maintain work garments, mats and miscellaneous dust materials for COUNTY. Garment ownership to remain with CONTRACTOR. CONTRACTOR shall pick up garments, launder, repair, and deliver after servicing to various COUNTY locations on a weekly basis for approximately 425 employees. Pick-up and delivery shall be to approximately one hundred (100) County locations.

2. OBLIGATIONS OF COUNTY

A. CONTRACTOR shall work with COUNTY to continuously update and maintain a detailed list of the quantity and type of uniforms needed for each COUNTY employee, organized by department and delivery locations. COUNTY and CONTRACTOR agree that such detailed list is subject to change based upon the needs of the COUNTY.

1 B. CONTRACTOR and COUNTY shall together compile a master list of COUNTY
2 departments being serviced under this Agreement. COUNTY shall provide a list of contact information
3 for each delivery location.

4 C. COUNTY shall provide all information reasonably necessary for CONTRACTOR
5 to properly complete service requests.

6 3. TERM

7 The term of this Agreement shall be for a period of three (3) years, commencing on March 7, 2022,
8 through and including March 6, 2025. This Agreement may be extended for two (2) additional consecutive
9 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first
10 day of the next twelve (12) month extension period. The Director of Internal Services/Chief Information
11 Officer (ISD Director/CIO) or their designee is authorized to execute such written approval on behalf of the
12 COUNTY based on CONTRACTOR's satisfactory performance.

13 4. TERMINATION

14 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be
15 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
16 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
17 terminated, at any time without penalty by giving the CONTRACTOR thirty (30) days advance written
18 notice.

19 B. Breach of Contract – The COUNTY may immediately suspend or terminate this
20 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 21 1) An illegal or improper use of funds;
- 22 2) A failure to comply with any term of this Agreement;
- 23 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 24 4) Improperly performed service.

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
26 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
27 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
28 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any

1 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
2 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
3 any such funds upon demand.

4 C. Without Cause – Under circumstances other than those set forth above, this
5 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention
6 to terminate to CONTRACTOR.

7 5. COMPENSATION/INVOICING

8 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as
9 pursuant to the rates set forth in Attachment B for the initial three (3) years of this Agreement.
10 CONTRACTOR may request a maximum 2% increase in the listed rates for each of the renewal
11 periods, however, any proposed rate increase must be submitted to the COUNTY in writing at least
12 ninety (90) days prior to the then current Agreement term expiration date, and shall be subject to
13 approval by COUNTY's Director of Internal Services/Chief Information Officer or their designee.
14 Maximum compensation under the terms of this Agreement shall not exceed two million five hundred
15 thousand dollars (\$2,500,000) during the potential five (5) year term of this Agreement.

16 CONTRACTOR and COUNTY shall together maintain a master list of COUNTY departments
17 serviced under this Agreement. CONTRACTOR shall submit monthly invoices to each user department in
18 arrears following the final date of service in each calendar month. Each invoice shall reference this
19 Agreement number, the user department, and any necessary information. COUNTY shall pay
20 CONTRACTOR within forty-five (45) days of receipt of an approved invoice.

21 6. INDEPENDENT CONTRACTOR

22 In performance of the work, duties and obligations assumed by CONTRACTOR under this
23 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
24 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
25 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
26 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
27 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
28 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that

1 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

2 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
3 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

4 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
5 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
6 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
7 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
8 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
9 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
10 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

11 7. MODIFICATION

12 Any matters of this Agreement may be modified from time to time by the written consent of all the
13 parties without, in any way, affecting the remainder.

14 8. NON-ASSIGNMENT

15 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under
16 this Agreement without the prior written consent of the other party.

17 9. HOLD HARMLESS

18 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the
19 COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's
20 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection
21 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this
22 Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages,
23 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
24 or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or
25 employees under this Agreement.

26 The provisions of this Section 9 shall survive termination of this Agreement.

27 10. INSURANCE

28 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third

1 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
2 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
3 Joint Powers Agreement (JPA) throughout the term of the Agreement:

4 A. Commercial General Liability

5 Commercial General Liability Insurance with limits of not less than Two Million Dollars
6 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
7 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
8 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
9 liability or any other liability insurance deemed necessary because of the nature of this contract.

10 B. Automobile Liability

11 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
12 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
13 used in connection with this Agreement.

14 C. Professional Liability

15 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
16 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

18 D. Worker's Compensation

19 A policy of Worker's Compensation insurance as may be required by the California Labor
20 Code.

21 Additional Requirements Relating to Insurance

22 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
23 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
24 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
25 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
26 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
27 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
28 a minimum of thirty (30) days advance written notice given to COUNTY.

1 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
2 employees any amounts paid by the policy of worker's compensation insurance required by this
3 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
4 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
5 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

6 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
7 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
8 foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attention:
9 Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612, stating that
10 such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers,
11 agents and employees will not be responsible for any premiums on the policies; that for such worker's
12 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers,
13 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate
14 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
15 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the
16 operations under this Agreement are concerned; that such coverage for additional insured shall apply as
17 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
18 and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
19 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
20 days advance, written notice given to COUNTY.

21 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
22 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
23 Agreement upon the occurrence of such event.

24 All policies shall be issued by admitted insurers licensed to do business in the State of California,
25 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
26 FSC VII or better.

27 11. AUDITS AND INSPECTIONS

28 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may

1 deem necessary, make available to the COUNTY for examination all of its records and data with respect to
2 the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit
3 the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S
4 compliance with the terms of this Agreement.

5 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
6 the examination and audit of the California State Auditor for a period of three (3) years after final payment
7 under contract (Government Code Section 8546.7).

8 12. NOTICES

9 The persons and their addresses having authority to give and receive notices under this Agreement
10 include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Cintas Corporation No. 3
Director of Internal Services/CIO	3604 W. Gettysburg
333 W. Pontiac Way	Fresno, CA 93722
Clovis, CA 93612	
isdcontracts@fresnocountyca.gov	

11 All notices between the COUNTY and the CONTRACTOR provided for or permitted under this
12 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
13 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
14 personal service is effective upon service to the recipient. A notice delivered by first-class United States
15 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
16 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
17 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
18 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
19 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
20 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
21 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
22 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
23 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
24 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
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1 beginning with section 810).

2 13. GOVERNING LAW

3 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
4 California.

5 The rights and obligations of the parties and all interpretation and performance of this Agreement
6 shall be governed in all respects by the laws of the State of California.

7 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

8 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
9 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
10 to operate as a corporation.

11 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
12 that they are a party to while CONTRACTOR is providing goods or performing services under this
13 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
14 and in which one or more of its directors has a material financial interest. Members of the Board of
15 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
16 Self-Dealing Transaction Disclosure Form, attached hereto as Attachment B, and incorporated herein by
17 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
18 immediately thereafter.

19 15. ELECTRONIC SIGNATURE

20 The parties agree that this Agreement may be executed by electronic signature as provided in this
21 section. An "electronic signature" means any symbol or process intended by an individual signing this
22 Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
23 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example
24 by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this
25 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this
26 Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial
27 proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
28 The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the

1 Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
2 Each party using a digital signature represents that it has undertaken and satisfied the requirements of
3 Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other
4 party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the
5 transactions under it by electronic means and either party may sign this Agreement with an original
6 handwritten signature.

7 16. ENTIRE AGREEMENT

8 This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with
9 respect to the subject matter hereof, and supersedes all previous Agreement negotiations, proposals,
10 commitments, writings, advertisements, publications, and understanding of any nature whatsoever, unless
11 expressly included in this Agreement.

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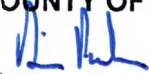
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

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CONTRACTOR

COUNTY OF FRESNO

Cintas Corporation
Name


Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno


Authorized Signature

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY:

Fund: VARIOUS
Subclass: VARIOUS
ORG: VARIOUS
Account: VARIOUS

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

County of Fresno Product Pricing

<u>Garment Tops</u>		
Item #	Item Description	Rental Unit Cost
935	Comfort Shirt	\$0.18
205	Women's Comfort Shirt	\$0.19
330	Cotton Shirts	\$0.25
374	Men's Executive Shirt	\$0.26
66528	Women's Exectuive Shirt	\$0.23
273	WOW Shirt	\$0.28
66273	Women's WOW Shirt	\$0.28
259	Pro Knit Polo	\$0.27
275	Performance Polo	\$0.38
66275	Women's Performance Polo	\$0.38
65418	ANSI 3 Work Shirt	\$0.52
970	Hip Length Jacket	\$0.95
65386	Lime Yellow Class 2 Work Shirt	\$0.46
<u>Garment Bottoms</u>		
Item #	Item Description	Rental Unit Cost
945	Men's Comfort Pants	\$0.21
388/389	Women's Cargo Pants	\$0.33
390/395	Women's Comfort Pants	\$0.28
340	Cotton Pants	\$0.34
865	Pleated Pants	\$0.28
270	Cargo Pants	\$0.33
370	Cargo Shorts	\$0.33
394	Cintas Jeans	\$0.30
381	Carhartt 5 Pocket jeans	\$0.47
382	Carhartt Carpenter Jeans	\$0.52
912	Cotton Coveralls	\$0.42
910	Poly/Cotton Coveralls	\$0.31
59929	Shop Coat	\$0.29
525/55925	Lab Coat	\$0.24
82517	Barrier Coat	\$0.24
60975	Scrub Top	\$0.18
60976	Scrub Bottom	\$0.21
2	Uniform Advantage	\$0.07
<u>Facility Services Weekly Services</u>		
Item #	Item Description	Rental Unit Cost
2160/2120	Shop Towel	\$0.06

Attachment B

Facility Services Weekly Services		
Item #	Item Description	Rental Unit Cost
2164/2174	Ink Towel	\$0.11
7540	Gray Microfiber Towel	\$0.15
7717	WhiteMicrofiber Towel	\$0.17
2720	Bath Towel	\$0.35
2700	WhiteTerry Towel	\$0.13
2701	Terry Towel #2	\$0.13
2702	Blue Terry Towel	\$0.13
2921	Glass Towel	\$0.17
6680	Urinal Mat	\$1.80
6116	MM Air Freshener Service	\$2.93
6123	MM Air Freshener Refill	\$0.00
9480	Heavy Duty Wiper Roll	\$37.00
9680	All Purpose Wiper Roll	\$35.00
9314	1000mL. HD Hand Scrub	\$2.37
9541	1000 mL. Cherry HD Hand Scrub	\$3.35
7993	4000mL. HD Hand Scrub	\$10.45
9543	4000mL. Cherry HD Hand Scrub	\$11.43
1802	3X5 Antifatigue Mat	\$1.48
1810	3X5 Duralite Mat	\$2.37
2477	3X5 Scraper Mat	\$2.18
2478	4X6 Scraper Mat	\$2.70
5477	3X5 Photo Safety Mat	\$3.71
10184	3X5 Active Scraper Mat	\$2.50
10186	4X6 Active Scraper Mat	\$3.50
84302	3X5 Safety Mat	\$3.71
843XX	3X5 Carpet Mat	\$2.04
844XX	4X6 Carpet Mat	\$2.52
840XX	3X10 Carpet Mat	\$3.00
10XXX	3x5 xtraction Mat	\$3.98
10XXX	4x6 xtraction Mat	\$4.76
102XXX	3x10 xtraction Mat	\$6.03
10196	3X5 Traffic Mat	\$4.48
10197	4X6 Traffic Mat	\$5.26
10198	3X10 Traffic Mat	\$6.53
8020	Microfiber Wet Mop (Handle is Free)	\$2.33
2650	Wet Mop (Handle is free)	\$1.41
2570	24" Dust Mop (Handle/Frame is free)	\$0.82
2590	36" Dust Mop (Handle/Frame is free)	\$0.91
2604	48" Dust Mop (Handle/Frame is free)	\$1.27
2610	60" Dust Mop (Handle/Frame is free)	\$1.48
7000	20" Microfiber Mop Head- Blue	\$0.58
8118	Microfiber Highduster	\$0.00
6002	Rolling Rack	\$0.00

Attachment B

<u>Facility Services Weekly Services</u>		
Item #	Item Description	Rental Unit Cost
<u>Direct Sale (Catalog) Items</u>		
Item #	Item Description	Unit Cost
310XX	Safety Director Elite Vinyl Gloves- Large	\$41.00