



COMPLETE LINEN SERVICE
ENTRANCE MATS • TREATED DUST MOPS
QUALITY AND SERVICE

3330 E. Church Ave.
Fresno, CA 93725

Ph. (559) 233-2655
FAX (559) 233-2945
(800) 266-2654

Mail Address:
P.O. BOX 2717
FRESNO, CA 93745

DELIVER TO:

Customer Reedley Police Dept
Address 843 "G" ST.
City Reedley State CA
Attn: Lt. Aleman Zip 93654
Telephone: (559) 637-4200
Home Phone ()

BILL TO: (if different from Del. Address)

Customer City of Reedley
Address 845 "G" ST
City Reedley State CA
Attn: Accounts Payable Zip 93654
Telephone: (559) 637-4200
FAX (559) 637-2257

LEASE AGREEMENT

COD ☐ CHARGE ☐
ACCOUNT #

STOP MINIMUM
GARMENT MARK

LAUNDRY ITEMS OF THE FOLLOWING DESCRIPTION ARE REQUIRED									INSTALLATION DATE:			ROUTE#		STOP#			
DESCRIPTION	EMP #	ITEM #	EMP NAME	SIZE	DELIVERY FREQ	PRICING DAY	TYPE	FREQ	UNIT PRICE	WKLY MIN WKLY %	REPL COST	INVTY	1ST DEL	2ND DEL	3RD DEL		
1																New Account	<input type="checkbox"/>
2																Added Service	<input type="checkbox"/>
3																Renewal	<input type="checkbox"/>
4																Signature	<input type="checkbox"/>
5																Monday	<input type="checkbox"/>
6																Tuesday	<input type="checkbox"/>
7																Wednesday	<input type="checkbox"/>
8																Thursday	<input type="checkbox"/>
9																Friday	<input type="checkbox"/>
10																Commission	Yes <input type="checkbox"/>
11																No	<input type="checkbox"/>
12																_____ X _____	
13																Other	_____ <input type="checkbox"/>
14																Multiple	_____ <input type="checkbox"/>

TOTAL WEEKLY MINIMUM S

Preparation Chg. Qty: Names Qty: OVAL ☐ RECTANGLE ☐ SILKSCREEN ☐
@ TOTAL @ BLOCK ☐ SCRIPT ☐ EMBROIDER ☐ COLOR: ___ ON ___

1. Yosemite Linen Supply, hereafter referred to as Supplier, agrees to Lease and maintain, and the undersigned Customer, hereafter referred to as Customer, agrees to use and pay for all lease items required by Customer subject to the following terms and conditions set forth hereon **AND THE REVERSE SIDE HEREOF** and in accordance with the schedule of minimum charges set forth herein.

2. This agreement shall continue for a term of 60 months from the date hereof. The term of any previous Lease Agreement shall be extended to coincide to the date of termination of this Agreement. Charges shall be computed and Customer shall pay the minimum delivery lease charges for each delivery during the term hereof. **NO CREDIT SHALL BE GIVEN FOR VACATION PERIODS.**

(continued on reverse side)

New Account ☐
Added Service ☐
Renewal ☐
Signature ☐
Monday ☐
Tuesday ☐
Wednesday ☐
Thursday ☐
Friday ☐
Commission Yes ☐
No ☐
Other ☐
Multiple ☐
Special Order ☐
Garments and Linens (Refer to Paragraph 20)
Garments
New ☐ Used #1 ☐
#2 ☐
Int. ☐

Agreement Date:

03/14/2018

Supplier Representative:

Agreed & Approved Please Print

Paul A. Melician

Title: Assistant City Manager

Approved By:

Authorized Signature

Title:



REEDLEY POLICE DEPARTMENT

1/25/2018

ATTN: PAMELA STAGGS

AGREEMENT PRICING -SCHEDULE "A"

Item	Rental Rate	Delivery qty	Billing Amount	Replacement Rate
DRAW SHEET/ SINGLE	0.550	15	\$8.25	\$ 12.95
SHEET BLANKET	1.000	15	\$15.00	\$ 9.95
DUST MOP HANDLE	0.000	1	\$0.00	\$ 10.00
DUST MOP FRAME- 36	0.000	1	\$0.00	\$ 6.75
MAT E 4X6	6.000	2	\$12.00	
SCRAPER MAT 3X5	3.500	1	\$3.50	\$ 75.00
MAT S/S 4X6	6.000	1	\$6.00	
MAT 3X10	6.500	5	\$32.50	\$ 95.00
MAT 4X6	6.000	2	\$12.00	\$ 75.00
DUST MOP 24	1.450	4	\$5.80	\$ 14.95
WET MOP	2.00	1	\$2.00	\$ 9.95
DUST MOP 36	2.15	2	\$4.30	\$ 17.95
REFILL AIRFRESH	5.50	4	\$22.00	
TURK TWL B GRADE	0.18	100	\$18.00	\$ 0.75
TURK INVENTORY MAINT. %	0.03	3	\$2.25	\$ 0.75
HUCK TWL B GRADE	0.16	100	\$16.00	\$ 0.75
HUCK INVENTORY MAINT %	0.03	3	\$2.25	\$ 0.75
BATH TWL B GRADE	0.35	100	\$35.00	\$ 1.50
BATH INVENTORY MAINT %	0.03	3	\$4.50	\$ 1.50
AC HANDLE & FRAME	0.00	1	\$0.00	
DISPENSER AIR ODERISER	0.00	1	\$0.00	\$ 15.00
SERVICE CHARGE - EOW	15.00	1	\$15.00	

estimated total

\$216.35

ONE YEAR LEASE AGREEMENT

Rates do not include sales tax (were applicable)

Rates firm for 1 year

Annual price increase - 5%

YOSEMITE LINEN SUPPLY



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 3

DATE: March 13, 2018

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO SIGN A 60-MONTH LEASE AGREEMENT WITH YOSEMITE LINEN SUPPLY FOR FLOOR MATS, LINENS, TOWELS, AND OTHER ACCESSORIES TO MAINTAIN THE CLEANLINESS OF THE POLICE DEPARTMENT

SUBMITTED: Hector Aleman, Police Lieutenant

REVIEWED: Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council approve and authorize the City Manager to sign a 60-month lease agreement with Yosemite Linen Supply for floor mats, linens, towels and other accessories to maintain the cleanliness of the Police Department.

EXECUTIVE SUMMARY

In 2013, the Police Department entered into a 36-month lease agreement with Aramark to provide floor mats, linens, towels and other accessories to maintain the cleanliness of the department. Upon completion of the agreement, the department was receiving services on a month-to-month basis at the same contract price. Recently, Aramark increased the City's service fee by 8%. To avoid the increase in cost, staff contacted Aramark to possibly reduce the cost and enter into a new contract. Staff also made the decision to pursue other suppliers to ensure the department was receiving the best cost for services. The department received two other quotes from Prudential Overall Supply and Yosemite Linen Supply. Out of all three quotes, Yosemite Linen Supply provided the most cost effective agreement for the City.

BACKGROUND

Yosemite Linen Supply proposed a 60-month lease agreement with a 5% annual increase. Although there will be a 5% increase each year, Yosemite Linen Supply will save the City approximately 47% than if the City were to continue services with Aramark. The department's monthly invoice is expected to decrease from \$963/month to \$469/month with a savings in the first year of approximately \$5,922.

FISCAL IMPACT

Adequate funds are appropriated in this year's budget for services.

ATTACHMENTS

1. Yosemite Linen Supply Lease Agreement
2. Schedule "A"

3. Customer warrants by signing the Agreement that he has no present contract or agreement with any other party for the furnishing of the same or similar services to Customer at this location.
4. THE TERM OF THIS AGREEMENT SHALL AUTOMATICALLY BE RENEWED FOR LIKE AND CONSECUTIVE PERIOD OF TIME HEREAFTER UNLESS THIS AGREEMENT IS TERMINATED BY EITHER PARTY GIVING TO THE OTHER PARTY SIXTY (60) DAYS WRITTEN NOTICE OF TERMINATION IMMEDIATELY PRIOR TO THE EXPIRATION OF ANY SUCH TERM.
5. In consideration of the extension of credit to the undersigned, the undersigned agrees personally as an individual and jointly and severally guaranty unto the Supplier, its successors and assigns, the prompt payment of any and all indebtedness of the Customer on the reverse to the supplier according to the terms thereof, which Customer may now or at any time hereafter owe to Supplier, or Suppliers successors or assigns, together with interest thereon. Notice of every kind or nature including those of any action or non-action on the part of the Customer. Supplier or anyone else are hereby fully waived by the undersigned. I/We hereby fully waive the right to require the Supplier to proceed against the Customer or to pursue any other remedy, waive the right to have the property of the Customer first applied to the discharge of the indebtedness and waive the pleading of any statute of limitations as defense to the obligations hereunder. In case suit or action is instituted to collect any portion of an account owed by any parties to this agreement. I/We promise to pay such additional sum as the court may adjudge reasonable for attorney's fee to be allowed in said suit or action.
6. On each anniversary date of this Agreement, each and every charge referred to in this agreement, and all items delivered not listed in this Agreement, shall automatically increase by 5%, or the current increase in Consumer Price Index, whichever is greater. Notification of this increase is hereby given as stipulated by the contract date. Additionally, during the course of this Agreement, it may become necessary for Company to implement an additional increase, however, this increase shall be limited to one per calendar year and no more than 5% Notification of this increase shall be given by invoice or statement.
7. All lease items are supplied on a lease basis and will remain the property of and be maintained exclusively by Supplier. The Customer agrees to pay for all leased items lost, damaged or stolen, at the "replacement" value for each item listed hereon.
8. Lease charges will be due and payable in cash on delivery of lease items unless Customer's credit is approved by Supplier, then charges are payable on the tenth of the month following delivery. Supplier reserves the right to refuse credit on deliveries for non-payment by Customer of any charges. The exercise of such right shall not be deemed a breach of this Agreement by Supplier. All delinquent accounts shall be charge ONE AND ONE-HALF PERCENT (1 1/2%) per month, or EIGHTEEN PERCENT (18%) PER ANNUM as a service charge, in addition, extending 40 days past due may result in a collection service charge.
9. Supplier will accept reductions or additions to its inventory of standard items when caused by employment changes made by Customer or business conditions (excluding specialty garments and linens); however, Customer shall recover garments of terminated employees and return such garments to Supplier. Customer shall be billed for and pay promptly for all garments or linen missing from its account.

10. Customer agrees that credit will not be issued by the Supplier for items that are "Clean Returned" once such items have been delivered and are in the possession or Customer.
11. A per item preparation cost will be charged for garments at the time of initial setup and for additional alterations or exchanges. Charges for name tags, emblems or embroidery shall be billed to the Customer.
12. This agreement shall be binding upon and shall inure to the benefit of the Successors, assigns and personal representatives of the respective parties hereto. Customer hereby consents to the assignment of this Agreement by the Supplier to any successor or purchaser of the whole or any part of its business, and expressly covenants to be bound by all for the terms herein to any such successor or purchaser. Customer shall notify Supplier of any sale or other transfer of its business.
13. All increases in requirements for lease items shall be made the subject of an additional supplemental lease agreement. Upon execution of an additional LEASE AGREEMENT the term of this AGREEMENT and the original LEASE AGREEMENT extended hereunder shall be modified to coincide with the term of the LAST LEASE AGREEMENT executed by the parties.
14. In the event this lease agreement is cancelled by the Customer prior to the termination date, the Customer will pay the greater of 50% of the weekly delivery charge for the unexpired term, or buy back all of the merchandise in inventory at the rates listed above as "replacement" value.
15. The quality of goods delivered and the service provided shall meet accepted industry standards. The Customer shall have the right to terminate this Agreement in the event the service provided does not meet the agreed standards of quality or service, upon the condition that it give the Supplier written notice specifying the deficiencies in service. Should such deficiencies not be corrected within a thirty (30) day period, then said Agreement may be terminated at the option of the Customer. Written notice of Customer complaints shall be recorded on letterhead and sent to the Supplier by registered mail only.
16. Supplier is not liable or responsible for interruptions or termination of service caused by strikes, lockouts, governmental acts, acts of God or other conditions beyond its control. Any such interruption or termination of service shall not be considered as a breach of this Agreement by Supplier.
17. This Agreement shall be constructed to be several in nature. If for any reason any portion, section, or paragraph is held invalid or unenforceable, or in need of modification by any jurisdictional court or mutually agreed arbitrator for any reason, the balance shall continue in full force and effect.
18. In event any legal action is brought to enforce or interpret any of the provisions of this Agreement, by either party to this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and court costs incurred.
19. Customer acknowledges that Suppliers merchandise and service are not interchangeable with that of other textile rental and maintenance companies and to avoid the intermixing of merchandise and service, agrees that during the term of this Agreement and any renewals, as to any category of Merchandise or service available from Supplier, Customer will use only Suppliers merchandise and service for Customer's total requirements (including new additional locations opened by Customer which can be serviced by Supplier) and will have Suppliers Merchandise processed

only by Supplier.

20. All garments are specifically purchased for this Customer. All items no longer being leased will be sold to the Customer at current replacement cost less 3% per month of service as a depreciation. Total depreciation is not to exceed 60%.
21. Customer agrees that Supplier cannot control quality of products purchased outside of Yosemite Linen Supply, and therefore, Supplier will not be held responsible for damage to any items that are not our goods (N.O.G.).

IMPORTANT NOTICE TO CUSTOMER

UNLESS SPECIFICALLY NOTED, THE GARMENTS LEASED UNDER THIS AGREEMENT ARE NOT ACID OR FLAME RETARDANT AND CONTAIN NO SPECIAL ACID OR FLAME RETARDANT FEATURES. THEY SHOULD BE USED ONLY IN THE COURSE OF EMPLOYMENT UNDER WORKING CONDITIONS WHERE THEY MAY NOT CATCH FIRE OR COME INTO CONTACT WITH ACID. CUSTOMERS SHOULD NOTIFY EMPLOYEES OF THE ABOVE. CUSTOMER WARRANTS TO SUPPLIER THAT NONE OF THE EMPLOYEES FOR WHOM GARMENTS ARE RENTED PURSUANT TO THIS AGREEMENT REQUIRE ACID OR FLAME RETARDANT CLOTHING EXCEPT AS INDICATED.