

AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232

Prepared by:
Jessica LIcea

Department: Purchasing

Requested Agenda Date: 03/29/2022

Presenting: N/A

Document Title:

Board of County Commissioners Record Assigned
BOCC Agreement

098 - 2022
Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

In the matter of approving contract to RFP 2022-02-02 Dry Cleaning Services for Department of Corrections and Sheriff's Office to Yakima Dry Cleaners.

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

Not to exceed estimated \$20,000 for the first year.

Background Information:

The contract for Yakima Cleaners is expired and need to renew.

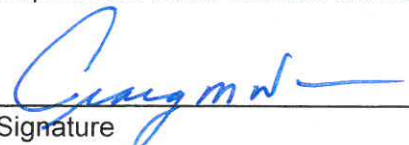
Summary & Recommendation:

Departments recommends approval.

Motion:

Approve

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

BTW

Late Agenda Requests Require BOCC Chairman Signature:

CONTRACT TERMS AND CONDITIONS

AGREEMENT for Purchased Services Bid No. 2022-02-02– Dry Cleaning Services

This Agreement for Purchased Services is entered into between Yakima County, Washington 98901, herein referred to as the "County", through the Purchasing Division, 128 N 2nd Street, Yakima, WA 98901 and Yakima Dry Cleaners ("Contractor"), located at 3305 S. 99th Ave, Yakima WA. The parties agree as follows:

WITNESSETH:

In consideration of the terms and conditions contained herein and the attached documents which are made a part of this contract by this reference, the parties hereto agree as follows:

1. The Contractor shall do all work and furnish all materials necessary for performing the work in accordance with and as described in Bid 2022-02-02 Dry Cleaning Services, upon which this contract is based, a copy of which is attached to this contract.
2. The County agrees to pricing per Contractor's Price Sheet as proposed and for the work as set forth in the manner and upon the conditions provided,
3. The parties agree that the Contractor is an independent Contractor and not an agent or employee of the County. Agents, employees, servants, or representatives of the Contractor shall not be deemed to be employees, agents, servants, or representatives of the County for any purpose. Employees of the Contractor are not entitled to any benefits the County provides for County employees.
4. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, pregnancy, veteran status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.). In the event the Contractor violates this provision, the County may terminate this Agreement immediately and bar the Contractor from performing services for the County in the future.
5. The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
6. The Contractor shall indemnify and hold harmless the County, its agents, employees, authorized volunteers, elected and appointed officials, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the activities to be performed by the Contractor, its agents, employees, or subcontractors pursuant to this Agreement. The contractor's insurance is primary and noncontributory to the insurance held by the County.
7. The Contractor shall provide to the County proof of insurance as the primary holder and non-contributory to any insurance to any insurance held by the County in the amounts required under the Bid Specifications 2022-02-02 Dry Cleaning Services. Yakima County shall be named as an additional insured on said insurance policies and provide the attached additional insured endorsement.
If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and Yakima County shall be named as additional insured for such higher limits.
8. Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability

additional insured on said insurance policies and provide the attached additional insured endorsement.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and Yakima County shall be named as additional insured for such higher limits.

8. Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.
9. This agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
10. This Agreement, the Invitation for Bid, Scope of Work, conditions, addenda and modifications and the Contractor's quote proposal (to the extent consistent with County's documents) constitute the Contract Documents and are complementary. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 128 No. 2nd St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.
11. The period of this contract shall be for a period of one year from its effective date. The County may, at its option, extend the contract on a year-to-year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve-month period of the contract unless an exception is stated in the quote.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

DATED this 29 day of March, 2022.

CONTRACTOR

Gerald Armstrong Owner
Signature Title

Gerald Armstrong
Print Name

Date Signed
Chairman

APPROVED AS TO FORM:

Breanne Weigand
Deputy Prosecuting Attorney

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

Ron Anderson, Chairman

Amanda McKinney, Commissioner

LaDon Linde, Commissioner

ATTEST: Julie Lawrence
Deputy Clerk of the Board

Date: **MAR 29 2022**