

**TOWN OF BRIGHTON TOWN BOARD  
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE  
MEETING AGENDA**

**Meeting Date: Tuesday, November 19, 2019  
Location: Stage Conference Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the November 5, 2019 meeting.
2. Approve contract with Town & Country Cleaners (Police Dept.) –Request from Police Chief Catholdi for Town Board action to approve a contract with Town & Country Cleaners for Police Department uniform/clothing cleaning. The contract will be for a one year term beginning on January 1, 2020 through December 31, 2020 with three one-year renewal options at the discretion of the Town Supervisor. Three quotes were obtained for these services as per the Town's purchasing policy with Town & Country Cleaners having the lowest quote. The Town spends approximately \$8,500 annually on this service (see letter from D. Catholdi).

**The next regularly scheduled meeting of the FASC will be held on  
Tuesday, DECEMBER 3<sup>rd</sup>, 2019 at 3:30 p.m. in the Stage Conference  
Meeting Room of the Brighton Town Hall. All members of the public are invited  
to attend FASC meetings.**

**\*\*AS PER THE REGULAR SCHEDULE\*\***



Town of  
**Brighton**

## Brighton Police Department

2300 Elmwood Avenue  
Rochester, New York 14618  
(585) 784-5150



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David Catholdi  
Chief of Police

November 14, 2019

Honorable Town Board  
Finance/Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

### **RE: Laundry and Dry Cleaning Contract - 2020**

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Town and Country Cleaners and the Town of Brighton for uniform dry cleaning and laundering services. This contract is for the period beginning January 1, 2020 through December 31, 2020 with the option to renew for up to three years.

In accordance with the Town's procurement policy, three written requests for pricing were sought. I ask that Town and Country be awarded the agreement based on being the low responsive quote for all uniform items at a cost of \$26.50. Town and Country Cleaners is also able to meet our drop off and pick up requirements set forth by the Brighton Police Department.

Thank you for your consideration. I would be happy to answer any questions you may have regarding this request.

Respectfully,

David Catholdi  
Chief of Police

CDC:jpo  
Attachment

## TOWN OF BRIGHTON POLICE DEPARTMENT

AGREEMENT, made on **November 27, 2019** between the TOWN OF BRIGHTON, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and

Town & Country Cleaners  
 2308 Monroe Avenue  
 Rochester, NY 14618  
**Social Security/Tax ID Number** \_\_\_\_\_  
**(585) 244-4780**

Hereinafter referred to as the "Contractor".

The parties to the agreement, in consideration of the mutual promises set forth herein, hereby agree as follows:

**1) Services To Be Rendered.** The contractor hereby agrees to perform all services and perform all other obligations for the Brighton Police Department as set forth below.

a) Laundering and Dry Cleaning of Police Uniforms

**2) Rate and Payment.** The contractor hereby agrees to perform all laundering and dry cleaning services and all other obligations for the Brighton Police Department at the rate set forth below.

a) Long sleeve blue uniform shirt.	\$ 2.50
Short sleeve blue uniform shirt.	\$ 2.50
Uniform trouser.	\$ 2.50
Winter jacket.	\$ 2.00
Blouse coat.	\$ 2.00
Overcoat.	\$ 2.00
Long sleeve shirt-laundered & pressed.	\$ 1.25
Short sleeve shirt-laundered & pressed.	\$ 1.25
Sport coat.	\$ 2.00
Slacks.	\$ 2.50
Two piece suit.	\$ 5.00
<u>Blanket.</u>	<u>\$ 1.00</u>
<b>Total for all above listed items.</b>	<b>\$ 26.50</b>

\*this price will include the cost of minor repairs such as sewing of minor tears and the replacement of buttons.

**3) Term.** The term of the Agreement shall be for **January 1, 2020** through **December 31, 2020** with the option for the Town in its sole discretion to extend the agreement for up to three, one year terms.

**4) Termination.** The Town reserves the right to terminate this Agreement immediately upon written notice to the Contractor, by Certified Mail, Return Receipt Requested or personal delivery of such notice for the following reasons:

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- a) In the event that the job performance by the Contractor is deemed unacceptable by the Town.
- b) In the event that the Town determines that termination is in the best interest of the Town, including without limitation a determination that the Town lacks sufficient funding to offer the service provided by the Contractor.
- c) In the event that the Contractor fails to maintain in effect any required insurance policy and/or fails to provide to the Town any certificate(s) of Insurance pursuant to Paragraph 9 of this Agreement.

In the event of termination under this Agreement, the Contractor shall only be entitled to remuneration for services rendered to the Town to the date of such termination.

- 5) **Integration of Agreement.** This instrument contains the entire Agreement between the parties and no statements, promises or inducements made by either party or agent of either party, that are not contained in this written Agreement may not be enlarged, modified or altered except in writing and initialed by both parties.
- 6) **Independent Contractor.** The contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit. This document shall not constitute the appointment of contractor as the Town's agent, and Contractor agrees that he will not act as or hold himself out as the agent of the Town.
- 7) **Contractor's Sole Responsibility.** The Contractor shall be solely responsible of all items listed below:
  - a. Contractor must have dry cleaning capabilities adequate for the service it proposes to furnish.
  - b. Garments will either be dry cleaned or laundered according to the type of fabric and/or preference of the customer. Military creases must be provided for any uniform shirt dry cleaned or laundered.
  - c. Contractor must provide pick-up and delivery service to the Brighton Police Department daily, except for Saturdays, Sundays and Holidays.
  - d. Contractor must allow department personnel to drop off and pick up their dry cleaning at the Contractors establishment. Contractor must guarantee same day service for any item brought in prior to 0900 hours that day, excluding weekends.
  - e. Contractor must agree that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.
  - f. All Dry Cleaning and Pressing shall be done in accordance with the accepted standards of the National Institute of Dry Cleaning

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## TOWN OF BRIGHTON POLICE DEPARTMENT

g. In the event a garment is damaged or lost while in the contractor's possession, the contractor shall repair or reimburse the Town for such damage or loss at the replacement cost to the Town.

**8) Indemnification.** The Contractor agrees to indemnify and hold the Town harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees and cost of defense, in connection with loss of life, personal or bodily injury and/or damage to property that may be done or suffered by reason of the Contractor's fault or negligence in the performance of or failure to perform his responsibilities as stated in this Agreement, or occasioned all or in part by any act or omission of the Contractor, his agents or employees or otherwise arising from this agreement or out of services which the Contractor may perform.

**9) Insurance.** If the Town of Brighton requires the Contractor to carry insurance for the program or activity provided under this Agreement, the Contractor shall maintain in effect without interruption for the term of this Agreement a comprehensive general liability policy approved by the Town Board and Attorney. The Contractor shall deliver a Certificate of Insurance to the Town evidencing such coverage: (a) at the time of execution of this Agreement; and (b) immediately upon any renewal of said policy during the term of this Agreement. The original and any renewal Certificates shall be attached to and incorporated into this Agreement. The Contractor's failure to provide said Certificates in a timely manner shall entitle the Town to withhold payments and/or to terminate this Agreement as provided in Paragraph 4 (c), above. **The Town of Brighton and Town & Country Cleaners shall be named as Certificate Holder and as an additional Insured for the specific work being undertaken.**

**10) Compliance with the Human Rights Law.** The Contractor agrees to abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

**IN WITNESS WHEREOF,** The parties hereto have executed this agreement the day and year first above written:

**CONTACTOR (Individual)**

By \_\_\_\_\_ Name \_\_\_\_\_  
Signature \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Date)  
\_\_\_\_\_  
Fed Tax Id / SSN \_\_\_\_\_

**TOWN OF BRIGHTON:**

By \_\_\_\_\_ Chief of Police \_\_\_\_\_ (Date)  
By \_\_\_\_\_ Town of Brighton Supervisor \_\_\_\_\_ (Date)

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**TOWN OF BRIGHTON**  
**REQUEST FOR QUOTATION - NOT AN ORDER**

**DEPARTMENT Police**  
**APPROPRIATION CODE 3120 4.72**

**\$1,000 - \$2,500 requires 2 Written quotes  
\$2,500 - \$20,000 requires 3 Written quotes**

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	<p>Laundry and Dry Cleaning of Uniforms</p> <p>*total of all uniform items for sake of comparison</p>	1	26.50*

**DELIVERY LOCATION** 2300 Elmwood Avenue BPD      **TERMS** 2020 - option to renew up to 3 yrs

**VENDORS CONTACTED:**

1. NAME Town and Country Cleaners DATE QUOTED 11/8/19  
ADDRESS 2308 Monroe Avenue PRICE OR BEST ESTIMATE 26.50  
Rochester, NY 14618 DELIVERY DATE     
PHONE 585-244-4780 ACCEPTED (X) REJECTED ( )

NAME Speedy Cleaners DATE QUOTED 11/8/19  
ADDRESS 3035 Monroe Avenue PRICE OR BEST ESTIMATE 84.45  
          Rochester, NY 14618 DELIVERY DATE             
PHONE 585-586-0870 ACCEPTED  REJECTED

ARE THERE ANY TRADE-IN ALLOWANCES OR DISCOUNTS APPLICABLE TO THIS PURCHASE? **N/A**

**REMARKS:**

I CERTIFY THAT ALL REQUIRED PURCHASING PROCEDURES HAVE BEEN FOLLOWED.

J. P. O'Brien  
DEPARTMENT PURCHASING AGENT

11-13-19  
DATE