

**RESOLUTION NO. 19-57**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM THE BETTER WASH, A BUSINESS LOCATED AT 6902 NORTH OAK TRAFFICWAY, GLADSTONE, MISSOURI, FOR CAR WASH AND CLEANING SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR SUCH SERVICES.**

**WHEREAS**, the City of Gladstone has need for car wash and vehicle detailing/cleaning services on a regular basis, particularly for vehicles operated in the Public Safety Department; and

**WHEREAS**, a Request for Proposals (RFP) was published soliciting car wash and vehicle detailing/cleaning services for city-owned vehicles; and

**WHEREAS**, the proposal offered by "The Better Wash," a Gladstone business located at 6902 North Oak, met all the terms and specifications required and offered costs for services that was determined to be reasonable, and is recommended by Public Safety Department staff.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**THAT**, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal from "The Better Wash," 6902 North Oak.


Car Wash and Vehicle Detailing/Cleaning Services  
TOTAL COST: \$6.00 per car wash & \$150.00 per vehicle for detailing

**FURTHER**, funds for such purpose are authorized from the General Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28<sup>th</sup> DAY OF OCTOBER 2019.**

  
\_\_\_\_\_  
Mayor Carol J. Suter

**ATTEST:**

  
\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES ☒ # R-19-57

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 10/21/2019

Department: Public Safety

Meeting Date Requested: 10/28/2019

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Contract for car wash services for city vehicles

Background: A request for proposals was published for car wash services for city vehicles. A proposal was received from "The Better Wash," a Gladstone business located at 6902 N. Oak. After a review of the proposal, the staff within the Public Safety Department recommend the City Manager sign a Contract for Car Wash Services to establish the terms and conditions for the provision of services to the City of Gladstone.

Budget Discussion: Funds are budgeted in the amount of \$ 1,850.00 from the General Fund. Ongoing costs are estimated to be \$ 1,850.00 annually. Previous years' funding was \$1,850.00

Public/Board/Staff Input: The Director of Public Safety recommends the approval of the contract with "The Better Wash" for vehicle wash services to the City of Gladstone.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Department Director/Administrator

*PC*  
City Attorney

*SW*  
City Manager

Chief Michael J. Hasty  
Director of Public Safety

## CONTRACT FOR CAR WASH SERVICES

This Contract is made and entered into by and between the City of Gladstone, Missouri, a statutory Third Class City, a political subdivision, acting by its Public Safety Department, hereinafter referred to as "City" and The Better Wash of Gladstone, Missouri, hereinafter referred to as "The Better Wash." The City and The Better Wash may be referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, City made a Request for Proposals from car wash businesses for washing police and City of Gladstone vehicles, used by the Public Safety Department and the City of Gladstone;

WHEREAS, The Better Wash responded to the Request and was determined to be the best and lowest bid.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

### **TERM**

The term of this Contract will be for a period of three (3) years beginning on the 1st day of October, 20 19. At the City's request the Contract may be extended triennially, by mutual agreement. No action is required of City to renew but if city does not intend to renew the Contract it shall notify The Better Wash no later than 30 days prior to the end of the respective 12 month term that the Contract will not be renewed.

### **SERVICES AND PAYMENT**

Vehicle washing: City Vehicle.....\$6.00 per vehicle

Vehicle detailing: City Vehicle.....\$150.00 per vehicle

The Better Wash agrees to perform the cleaning at the time of the request. The Better Wash will invoice the City the last day of each month for payment and City will pay each invoice within 14 days thereafter. The invoice shall include the date of the wash, the Vehicle's number, and the Amount due.

### **INDEPENDENT CONTRACTOR**

The Better Wash agrees to perform the services solely as an Independent Contractor. The parties agree that this Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Better Wash is not authorized to enter into or commit City to any agreements, and the Better Wash shall not represent itself as the agent of the City.

The Better Wash shall not be entitled to participate in any of the City's employee benefits, including without limitation, any health or retirement plans. The Better Wash shall not be entitled to any remuneration, benefits, or expenses other than as provided for in this Contract.

### **INDEMNIFICATION**

City shall not be liable for injury or death occurring to The Better Wash or any of its employees or other assistants in the course of performing this Contract.

The Better Wash hereby agrees to indemnify and hold harmless the City, its officers, employees, and elected officials, from any damages, claims, liabilities, and costs, including reasonable attorneys' fees, or losses of any kind or nature whatsoever which may in any way arise from the services performed by The Better Wash hereunder.

### **GENERAL TERMS**

**CHOICE OF LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Missouri applicable to public contracts made and fully performed therein.

Both parties submit to jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

**SOVEREIGN IMMUNITY.** City enjoys the protections of statutory and common law sovereign immunity. By entering into this Contract, City does not waive sovereign immunity. City purchases general liability insurance to protect itself from those specific statutory exceptions to sovereign immunity found in Missouri law and for claims in general. By purchasing liability insurance, City does not waive sovereign immunity. The Better Wash acknowledges that any judgment for damages against City is capped by Missouri statutes. In addition, no judgment for punitive damages may be entered against City.

**RIGHT OT SUE.** The Better Wash specifically waives the right to sue any individual City employee, officer or elected official.

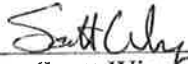
**ASSIGNMENT.** The Better Wash may not, without written consent of City, assign, subcontract, or delegate its obligations under this Contract or the right to receive any amounts which may be payable to it for performance under this Contract.

**ENTIRE CONTACT.** This Contract, including any documents specifically incorporated herein, represents the entire Contract between the parties. This Contract may not be amended, changed, or supplemented in any way except by written agreement signed by both parties.

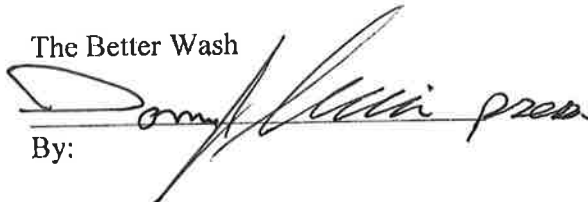
**INCORPORATE DOCUMENTS.** All documents included the Requests for Proposals issued by the City, including, but not limited to, the Request for Proposal itself and all documents provided in response to the Request for Proposals, are hereby incorporated in this Contract as if fully set forth herein.

IN WITNESS WHEREOF, THIS CONTRACT IS EXECUTED THIS 28<sup>th</sup> DAY OF  
OCTOBER, 2019.

City of Gladstone, Missouri

  
By: Scott Wingerson, City Manager

The Better Wash

  
By:

ATTEST:

  
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By: Ruth Bocchino, City Clerk