

**RESOLUTION NO. 2017-41**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE MUTUAL RELEASE AND SETTLEMENT AGREEMENT WITH U.S. LINEN & UNIFORM FOR TERMINATION OF ANY AND ALL SERVICE AGREEMENTS BETWEEN THE PARTIES AND SETTLEMENT OF ALL ACCOUNTS**

**WHEREAS**, the City of Benton City previously entered into service agreements and addendums thereto with U.S. Linen & Uniform for uniform and floor mat services; and

**WHEREAS**, the City of Benton City has expressed its desire to U.S. Linen & Uniform to terminate all open service agreements and addendums thereto, and settle and close all open accounts; and

**WHEREAS**, the City of Benton City and U.S. Linen & Uniform have settled upon terms agreeable to both parties to accomplish the termination of all agreements and services. NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Mutual Release and Settlement Agreement between the City of Benton City and U.S. Linen & Uniform, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

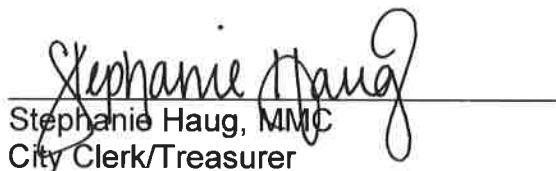
**ADOPTED** this 5 day of December, 2017, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 5 day of December, 2017.

Resolution 2017-41 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 5 day of December, 2017.



Linda Lehman  
Mayor

Attest:



Stephanie Haug, MMC  
City Clerk/Treasurer

Approved as to Form:



Kerr Law Group  
City Attorney

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

**THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT** is entered into this \_\_\_\_\_ day of December 2017, by and between the City of Benton City, a Washington Municipal Corporation (“City”), and U.S. Linen & Uniform, a Washington Corporation (“US Linen”).

**WHEREAS**, the City and US Linen have previously entered into service agreements and amendments for services to be provided to the City by US Linen under Account Numbers 150450 and 150550, and associated service agreements; and

**WHEREAS**, the parties without admission of liability, and in recognition of the significant cost associated with litigation, have reached a mutually negotiated settlement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. The City shall make payment to US Linen in the total amount of Three Thousand Six Hundred Ninety-Four and 76/100 (\$3,694.76), by December 31, 2017, in consideration for all balances owing on Account Number 150450 and Account Number 150550, and all 5XL garments currently in the City’s possession.

2. Upon receipt of the funds by US Linen, US Linen shall close all accounts attributed to the City and shall consider all past service agreements and amendments to be terminated without further penalties or amounts due by City.

3. Both parties in consideration of the distribution provided above, do hereby release and discharge the other of any and all claims, liabilities, causes of action, damages, losses, demands or obligations of any kind and nature related to or based upon, or arising out of the above-referenced accounts and service agreements; and accepts as full and final satisfaction of all such claims, the payment as described in Section 1 above.

4. By entering into this Agreement, both parties expressly acknowledge that there is no admission of liability on behalf of either party except as specifically provided herein, and that this Agreement is the result of a negotiated compromise and settlement.

5. This Agreement settles, waives, releases, and forever bars any and all claims and actions at law by either party, or their successors, heirs, or assigns arising out of the above-referenced matter, except as provided herein.

6. Each signatory hereto represents and warrants that all necessary signatures and consents to enter into this Agreement, and to assume and perform the obligations hereunder have been properly obtained.

7. Each term and provision of this Agreement is deemed to have been explicitly negotiated at arm's length between the parties and in all cases, shall be construed and interpreted according to the fair meaning and not strictly for or against either party, and without reference to who might have drafted the term.

8. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.

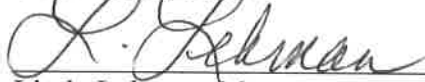
9. This Agreement embraces and includes the entire agreement between the parties and may not be changed except in writing signed by all parties.

10. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, all of which taken together shall be one and the same instrument. This Agreement shall become effective upon execution of the counterpart by each party and delivery to the other party.

**THIS IS A RELEASE**

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date designated above.

CITY OF BENTON CITY, WASHINGTON



Linda Lehman, Mayor

U.S. LINEN & UNIFORM

John Rains, Director of Operations