



Mark Henry

**County Judge
County of Galveston**

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Director, Government Affairs

Spencer Lewis
Director, Communications

March 3, 2025

Munro's Uniform Services
Attn: Jeff Munro and/or Clint McFerrin
399 North MLK Jr., Pkwy
Beaumont, TX 77701

Via Regular Mail and Email:
rbrumley@munrosinc.com
jmunros@munrosinc.com

Re: Munro's Service Agreement

Munro's and/or Cintas-

Galveston County is not renewing the Munro's Service Agreement and is providing notice to terminate the agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Henry", is written over a horizontal line.

Mark Henry
County Judge

Enclosures: Munro's Service Agreement and Cintas Acquisition Notice

Cc: Lee Crowder, Director Road & Bridge
Rufus Crowder, Purchasing Agent



October 4th, 2024

Dear Valued Munro's Uniform Services Customer,

We are pleased to share the news that Cintas Corporation recently completed an acquisition of Munro's Uniform Services on October 4th, 2024, and Cintas will soon become your apparel / facility services provider.

Whenever we make decisions for our business, our primary focus has always been – and continues to be – our customers and employees.

Cintas is an industry leader that helps businesses get **Ready for the Workday®** with products and services to help move them forward and stay ready for whatever is ahead. We're enthusiastic about this partnership and we're excited to know that Munro's Uniform Services' customers will continue to be well-cared-for by Cintas.

As Munro's Uniform Services becomes part of Cintas' industry-leading team, our customers will benefit from a broader offering of cleaner, greener, safer, easier, and more sustainable solutions, as well as comprehensive supply chain support, all while receiving incredible, personal service.

While we finalize the acquisition and begin to transition customers to Cintas, you will continue to work with the same Munro's Uniform Services team you're already used to working with – as well as new and trusted Cintas employee-partners.

During this transition, you will receive the same products, services, and pricing that you currently receive now. While we traditionally adjust pricing once a calendar year, Cintas plans to maintain your current pricing through next summer.

You also have Cintas' commitment to continue delivering outstanding service and value to you and your business. Soon, you will have access to new products, services, and comprehensive business services that Cintas offers.

All of us at Munro's Uniform Services appreciate your business and ongoing support, and Cintas is excited to welcome you as their customer. Your satisfaction is our priority during this upcoming transition, and we look forward to supporting you through this process.

If you have any questions or concerns, please don't hesitate to contact us at (409) 832-9238.

Sincerely,

Jeff Munro
Munro's Uniform Services

Clint McFerrin
Cintas Corporation

Munro's

UNIFORM SERVICES

SERVICE AGREEMENT

399 North MLK Jr. Pkwy. • Beaumont, TX 77701 • (409) 832-8238 • 1-800-256-8678 • FAX (409) 832-0508

☐ New ☒ Renewal

Full Legal Name of Customer: Galveston County R&B

☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Other: _____

Delivery Location(s): 5115 Highway 3 Dickinson, TX 77539

920 Noble Carl Drive Port Bolivar, TX 77650

Phone No. (281) 534-4152

Contact Person: Lee Crowder

Billing Address: 5115 Highway 3

Dickinson, TX 77539

☒ Weekly ☐ BOW ☐ B4W

☐ COD ☒ Charge

Route: Multiple

DAY: ☐ Mon ☐ Tue ☐ Wed ☒ Thur ☐ Fri

Est. Install Date: N/A

Notes: 20% UPCHARGE ON: SHIRTS 2XL & UP, PANTS 44 WAIST & UP, & COVERALLS 54&UP.

DELIVERY/ENERGY: \$7.95

UP TO 110% UPCHARGE ON NON-STOCK ITEMS.

☐ MVP-MTS ☐ MVP-UNIF ☐ MVP-FL-TWL ☐ MVP-ANC

LOGO MATS MUST BE BILLED WEEKLY FOR AT LEAST 24 MONTHS.

Item	Type/Size/Color	Item Inv.	Wkly. Usage	Unit Price	Wkly. Rate	Replacement Value Charge Each
Wrangler Jeans (Supervisor)	13MW2	11	5	\$1.05	\$11.55	\$40.00
Reed Jeans	601P	11	5	\$0.40	\$4.40	\$22.00
100% Cotton Shirt	584GG / 5884GG	11	5	\$0.25	\$2.75	\$27.00

BY SIGNING BELOW, CUSTOMER AGREES TO ALL THE TERMS SET FORTH IN THIS AGREEMENT. (See Back of Form)

Mark Henry
Signature of Authorized Customer Agent

Mark Henry
Printed Name

County Judge
Position

June 24, 2024
Date of Acceptance by Customer

Rachel Brumley
Supplier's Sales Agent (Printed Name)

Rachel Brumley
Supplier's Sales Agent (Printed Name)

Accepted By Supplier:

Rachel Brumley
General Manager of Supplier

5/14/24
Date of Acceptance by General Manager of Supplier

Since 1928
UNIFORM SERVICES • SAFETY APPAREL

1. Munro's Uniform Services, LLC ("Supplier") agrees to lease and furnish to Customer ("Customer") and all other items requested as rental Requirement from the Customer after this Agreement was signed on a regular delivery schedule. Customer agrees to receive and lease Exclusively from Supplier rental items as set forth in this Service Agreement ("Agreement"). All rental items shall remain the property of Supplier. Customer agrees that Supplier is furnishing the rental items listed herein as selected by Customer and that Customer shall indemnify and hold Supplier harmless from any claim by any person that the items are not fit for the use to which Customer employs the items. Customer understands and agrees that the foregoing items, unless otherwise designated in writing by Supplier, are not flame resistant, flame retardant, and/or acid resistant.
2. All charge accounts are due and payable net ten (10) days from the end of the month of the service date. All COD accounts are due when Merchandise is delivered.
Payments are governed by the Texas Payment Prompt Act, Govt Code Ch 2251
3. Any unpaid COD invoice will carry a \$10.00 surcharge. If an invoice remains past due after sixty (60) days after date of invoice, Supplier has the right to terminate this Agreement by sending written notice of termination, by certified mail, return receipt requested, to Customer at the above-listed Billing Address. Supplier shall be entitled to charge the unpaid balance owed on any COD invoice not paid within twenty-one (21) days after date of invoice to any credit card account previously authorized by Customer. Supplier shall be entitled to charge the unpaid balance owed on any non-COD invoice not paid within sixty (60) days after date of invoice to any credit card account previously authorized by Customer.
4. Customer agrees to pay Supplier a minimum stop charge of \$50.00 or 80% of the highest thirteen-week average of invoices, whichever is greater. In addition to the foregoing, Customer agrees to pay to Supplier an environmental/energy/delivery (EED) surcharge of invoice total. Size changes and style changes will require additional surcharges unless covered under the MVP (Munro's Value Program). Special sizing or cut specials will be reflective of manufacturer's surcharges.
5. Customer agrees that all past due amounts will be charged a service fee of 1.5% per month (or the highest rate allowed by law, if the rate allowed is less, and Customer agrees to pay such service fees.
6. Customer agrees to pay to Supplier the replacement value charge for each item determined by Supplier to be lost, misused, or abused, based on periodic inventories. Upon termination of this Agreement, Customer shall, within ten (10) days after termination, return to Supplier all rental items, and Customer likewise agrees to pay to Supplier the garment value charge for each item not timely returned to Supplier and/or for each item returned to supplier that exhibits product misuse or abuse, as determined by supplier.
7. Customer understands that Supplier will use its best efforts to clean any items turned in for cleaning, but that some soils and stains are impossible to remove from fabrics. Supplier is only required to provide cleaning and/or laundry service comparable to commercial laundries in the region. Customer covenants and agrees that all concerns or objections regarding Supplier's service levels, or allegations that Supplier's services are below industry level, shall be provided to Supplier in writing and that Supplier shall be entitled to ninety (90) days after receipt of such written notification to return service levels to local industry acceptable levels. Customer further agrees that Supplier shall not be liable in the event that it cannot provide goods and/or services because of circumstances beyond Supplier's control, such as strikes, natural disasters, war, civil disturbances, Acts of God, etc.
8. This agreement shall become effective on the date of acceptance by the General Manager of Supplier and shall continue in effect for twelve (12) months after the date of delivery by Supplier to Customer of the first invoice delivered pursuant to this Agreement. This Agreement is effective for all items agreed to or ordered by Customer subsequent to the original date of acceptance. This Agreement shall automatically renew for consecutive periods of one (1) year terms unless either party, at least 90 days and no greater than 180 days prior to the end of the original or any renewal term, notifies the other party by certified mail, return receipt requested, that the party does not wish to renew this Agreement. If for any reason the account is placed on Hold, the duration that the account is on Hold will be added to the Agreement term.

If Munro's should decide to sell all or part of its stock or assets to another supplier, each Customer signed on behalf of their organization agrees to remain with the new supplier until the full term of the Agreement has been reached. All other items in this Agreement remain in effect.

9. Prices are guaranteed for one (1) full year, and Supplier may thereafter elect to increase prices not to exceed 4% per year or the consumer price index, whichever is greater. If Customer disputes the validity of any charge or item listed on any invoice delivered by Supplier to Customer, then Customer shall deliver to Supplier written notification of such dispute within ten (10) days after Customer's receipt of such invoice, or Customer shall be deemed to have waived such dispute.
 10. If Customer terminates this Agreement other than at the end of the original or a renewal term, or if Supplier terminates this Agreement because of a material breach by Customer (including but not limited to Customer's failure to pay an invoice), Customer agrees that Supplier will suffer damages in an amount that cannot be easily calculated. Therefore, if early termination of this Agreement occurs (regardless of reason), Customer agrees to pay Supplier an amount in liquidated damages equal to fifty (50) percent of the total average weekly rental charge in effect for the week preceding termination of this Agreement, multiplied by the number of weeks remaining in the Agreement. Customer agrees that this liquidated damages amount becomes immediately due and payable by Customer upon termination of the Agreement. Customer further agrees that this amount of liquidated damages is intended to be a reasonable calculation of Supplier's damages for lost rental revenue due to early termination and is in no way a penalty. Customer further agrees that this amount is in addition to any amounts due for misused, abused, and/or unreturned items.
 11. Customer represents and warrants to Supplier that by entering into this Agreement, Customer is in no way breaching a pre-existing Agreement with any other person or entity for the supply of the same or similar items, and Customer further agrees to indemnify Supplier if it is later found that by entering into this Agreement Customer has breached a pre-existing agreement.
 12. If Supplier hires an attorney to enforce this Agreement. Customer agrees to reimburse Supplier for all reasonable cost and expenses incurred by Supplier, including, but not limited to attorney's fees.
 13. Any subsequent revisions and/or modifications to this Agreement must be in writing and signed by both Supplier and Customer. This Agreement constitutes the entirety of the agreement between Supplier and Customer, and Customer agrees that Supplier has made no other agreements. This Agreement is solely for the benefit of Supplier and Customer, and there are no third-party beneficiaries intended by them, including but not limited to Customer's employees.
- Galveston
14. This Agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for any dispute arising from this Agreement shall lie exclusively in Jefferson County, Texas. If a court holds any provision of this Agreement to be invalid, illegal, and/or unenforceable, such holding shall not affect the enforceability of any other provision of this Agreement.

From: [Bryant, Elizabeth](#)
To: [Van Horn, Veronica](#)
Subject: FW: [EXTERNAL] FW: Munro
Date: Tuesday, June 18, 2024 2:10:31 PM
Attachments: [Image001.png](#)

This is the email she explained they agree to all changes with the exception to #4 below.

Thank You,

Elizabeth Bryant
Fleet Administrative Manager
5115 Hwy 3 Dickinson, TX 77539
281-309-5074



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From: Rachel Brumley <rbrumley@munrosinc.com>
Sent: Thursday, June 6, 2024 12:10 PM
To: Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytexas.gov>
Cc: Zulch, Robert <Robert.Zulch@galvestoncountytexas.gov>
Subject: Re: [EXTERNAL] FW: Munro

Hi Elizabeth,

We've reviewed the service agreement and all changes made are approved except changes made to #4. The terms in #4 are not new and are already being reflected on your current invoices. I will explain below what everything is so you have a clearer understanding. If/when approved by the commissioner we will need the copy with the redlined verbiage still on the document.

The EED charge is an environmental, energy and delivery charge. This charge is reflected on your current invoice and you guys are actually grandfathered in at \$7.95 per week instead of a percentage of the total invoice. The *environmental* portion is for proper disposal of wastewater and chemicals used in the cleaning process. The *energy* portion is for electricity, water, and gas used to process garments. The *delivery* portion is for fuel and maintenance of our delivery fleet.

Size change and style change charges occur when an employee changes styles/sizes. This is a necessary charge so we can recoup some of our investment on items that are being swapped. This is not a charge for replacement of worn uniforms. Once the renewal is executed I will get the old/worn uniforms replaced and you will not be charged.

The special sizing and special cut surcharge is the 20% increase in rental price on larger size garments. This charge is also already being reflected on your weekly invoice.

Please feel free to reach out if you have any further questions.

Thank you,

On Tue, Jun 4, 2024 at 6:47 AM Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytx.gov> wrote:

Good Morning,

The new contract was not approved as it was not the same as our last contract. Some of the terms were changed/added that the County is exempted from. Below are some of the findings and attached are the corrections our legal team made. Please let me know if you have any issues revising this contract for us.

We need the terms to be revised. Most of the problem revolves around a couple of issues:

- The County can't legally indemnify anyone.
- The County is required to do its payments and penalties under the Prompt Payment Act, Gov't Code Ch 2251.
- The County has mandatory venue in Galveston County for any disputes.

Thank You,

Elizabeth Bryant
Fleet Administrative Manager
5115 Hwy 3 Dickinson, TX 77539
281-309-5074



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From: Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>

Sent: Monday, June 3, 2024 2:50 PM

To: Crowder, Lee <Lee.Crowder@co.galveston.tx.us>; Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytx.gov>

Subject: Munro

Importance: High

Lee/Elizabeth,

We need the terms to be revised. Most of the problem revolves around a couple of issues:

- The County can't legally indemnify anyone.
- The County is required to do its payments and penalties under the Prompt Payment Act, Gov't Code Ch 2251.
- The County has mandatory venue in Galveston County for any disputes.

I have redlined those changes and attached an edited version with the corrections made on Munro 2nd page clean doc. Please get in touch with your vendor and get their approval to use the modified version.

Let me know if you have any questions.

Veronica Van Horn
Legal Services Manager
722 Moody Ave., 2nd Floor
Galveston, TX 77550
409-770-5562 Direct
409-770-5560 Fax
veronica.vanhorn@co.galveston.tx.us

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Rachel Brumley
Key Account Manager
409.728.9031

399 N ML King Jr Pkwy
Beaumont, TX 77701
409.832.9238

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