

ADDENDUM TO A CUSTOMER SERVICE AGREEMENT (THE “BASE FORM”) BY AND BETWEEN UNIFIRST CORPORATION, A MASSACHUSETTS CORPORATION, (“UniFirst”) AND INDIAN RIVER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (THE “Customer”)

This ADDENDUM is effective as of the 4th Day of October, 2022, and is made part of the Customer Service Agreement (the Base Form and this Addendum are collectively referred to as the “Agreement”) to which it is attached.

ADDITIONAL AGREEMENT TERMS AND CONDITIONS

General. Customer is a member of the Sourcewell Cooperative Purchasing organization (“Sourcewell”). Customer enters into this Agreement to obtain the services described in Sourcewell’s Request for Proposal #040920, to include all attachments, addenda and UniFirst’s response thereto (collectively, the “RFP”), and the Agreement which are, collectively, by this reference made a part of this Agreement.

The additional Agreement terms and conditions stated in this Addendum are added pursuant to Section 6.A of the RFP.

The second sentence of Requirements Supplied shall be stricken and replaced as follows: Additional Merchandise requested by Customer, in writing, or requested verbally and confirmed in writing, will also be covered by this Agreement.

The following sentence shall be added to the end of Requirements Supplied: The Customer may order, rent, lease, purchase, obtain, or otherwise acquire Merchandise from any other source or supplier.

The first sentence, second paragraph under Performance Guarantee shall be stricken and replaced to read: During the initial term or any renewal term of the Agreement, Customer’s right to terminate the Agreement for UniFirst’s deficient service and/or quality of merchandise shall be conditioned upon the following: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and

(3) UniFirst fails to correct those deficiencies complained of within 60 days.

The second of Prices and Payments shall be stricken and replaced as follows: All payments shall be made to UniFirst by the Customer in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

The last sentence of the first Merchandise paragraph is deleted in its entirety (“Customer agrees to indemnify...”).

Obligations and Remedies shall be stricken and replaced as follows: Governing Law; Venue and Attorney’s Fees. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida. If any legal action or other proceeding

is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

The first and second sentence in Miscellaneous shall be stricken and replaced with the following: Where conflict exists between the Base Form and the terms and conditions of the RFP, the RFP shall prevail.

The third sentence of Miscellaneous shall be stricken and replaced as follows: UniFirst may not assign this Agreement without the prior written consent of Customer.

Additional Terms and Conditions. The following additional terms and conditions are made part of the Agreement:

Availability of Funds: The obligations of the Customer under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

Indemnity: UniFirst shall indemnify and hold harmless the Customer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent resulting from the negligence, recklessness, or intentionally wrongful conduct of UniFirst and other persons employed or utilized by the UniFirst in the performance of this Agreement.

Independent Contractor: It is specifically understood and acknowledged by the parties hereto that the UniFirst and its employees are in no way to be considered employees of the Customer, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

Public Records: Customer is a public agency subject to Chapter 119, Florida Statutes. UniFirst shall comply with Florida's Public Records Law. Specifically, the UniFirst shall:

- (1) Keep and maintain public records required by the Customer to perform the service.
- (2) Upon request from the Customer's Custodian of Public Records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if UniFirst does not transfer the records to the Customer.
- (4) Upon completion of the contract, transfer, at no cost, to the Customer all public records in possession of UniFirst or keep and maintain public records required by the Customer to perform the service. If UniFirst transfers all public records to the Customer upon completion of the contract, UniFirst shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UniFirst keeps and maintains public records upon completion of the contract, UniFirst shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Custodian of Public Records.

B. IF UNIFIRST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNIFIRST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of UniFirst to comply with these requirements shall be a material breach of this Agreement.

TERMINATION IN REGARDS TO F.S. 287.135: UNIFIRST certifies that it and those related entities of UNIFIRST as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this Agreement is for goods or services of one million dollars or more, UNIFIRST certifies that it and those related entities of UNIFIRST as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

CUSTOMER may terminate this Contract if UNIFIRST is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. CUSTOMER may terminate this Contract if UNIFIRST, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

E-Verify. UniFirst is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. UniFirst is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date.

Customer:

INDIAN RIVER COUNTY _____

By: _____
Peter D. O'Bryan, Chairman, Board of County Commissioners

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

Designated Representative:
Name: Jennifer Hyde
Title: Purchasing Manager
1800 27th Street
Vero Beach, FL 32960
(772) 226-1575
jhyde@ircgov.com

UniFirst:

UniFirst Corporation _____

By: _____

Title: _____

Printed Name: _____

(CORPORATE SEAL)

Attest: _____

(Attach evidence of authority to sign)

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____