

SECOND EXTENSION AND AMENDMENT TO CUSTOMER SERVICE AGREEMENT

This Second Extension and amendment to that certain Agreement to provide uniform service is entered into effective as of October 20, 2021 by and between Indian River County, a political subdivision of the State of Florida ("Customer") Unifirst Corporation, A Florida Corporation ("Unifirst").

BACKGROUND RECITALS

WHEREAS, the Customer and Unifirst entered into an Agreement for uniform service on July 14, 2015, utilizing the NJPA (now Sourcewell) contract pricing.

WHEREAS, Term and Renewal allows for five 12-month renewal periods after the initial five-year term, and whereas both parties wish to execute the second renewal.

WHEREAS, the first term commenced effective as of October 19, 2015 and ended on October 18, 2020; and the first extension was agreed to verbally, commencing October 19, 2020, and will end on October 18, 2021; and

WHEREAS, pursuant to the Agreement, the parties desire to extend the Agreement for an additional one-year period; and

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer and UniFirst agree as follows:

1. The background recitals are true and correct and form a material part of this Second Extension and Amendment.
2. The second renewal term shall commence effective October 19, 2021 and shall end on October 18, 2022; three additional renewal terms are available.
3. The following sections are added to the agreement:
 - a. 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.
 - b. Customer is a public agency subject to Chapter 119, Florida Statutes. UniFirst shall comply with Florida's Public Records Law. Specifically, 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, in a format that is compatible with the information technology systems of the Customer.

(5) 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

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

c. 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.

4. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Extension and Amendment to be executed effective October 5, 2021.

UniFirst Corporation

INDIAN RIVER COUNTY, FLORIDA.
BOARD OF COUNTY COMMISSIONERS

By: _____
Printed name: _____
Title: _____

By: _____
Joseph E. Flescher, Chairman

(Corporate Seal)

Date: _____

Attest: Jeffrey R. Smith, Clerk of Circuit Court
And Comptroller

By: _____
Deputy Clerk

Approved:

Jason E. Brown
County Administrator

Approved as to form and legal sufficiency:

Dylan Reingold
County Attorney