

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

This Addendum is entered into effective as of October 1, 2025 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 participating entity of the Sourcewell Cooperative and enters into this Agreement to obtain the services described in Sourcewell's Request for Proposals #011124, to include all attachments, addenda and UniFirst's response thereto (collectively, the "RFP"), 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.B of the Agreement between Sourcewell and Unifirst.

Requirements Supplied: 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.

Performance Guarantee: 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:

Term and Renewal: The second sentence of Term and Renewal shall be stricken and replaced as follows: This Agreement may be renewed for up to five additional 12 month periods upon written notice by the Customer and written acceptance by UniFirst made at least 90 days prior to the expiration date of the initial term or the renewal term, whichever is applicable.

Prices and Payments: The second and third paragraphs 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.

DEFE Charge shall be stricken in its entirety.

Obligations and Remedies: Both paragraphs 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.

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.

Insurance: UniFirst shall procure and maintain, for the duration of this Agreement, the minimum insurance coverage as set forth herein

1. Workers' Compensation: To meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include employers' liability with a limit \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee.
2. General Liability: A per occurrence form policy with a combined single limit of not less than \$1,000,000 general aggregate.
3. Business Automobile Liability: Coverage shall include Owned vehicles and Hired/Non-Owned vehicles, for a combined single limit (bodily injury and property damage) of not less than \$1,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection -- statutory limits; \$100,000 uninsured/underinsured motorist; \$100,000/hired/non-owned auto liability.

UniFirst's insurance coverage shall be primary. All required insurance policies shall be placed with insurers licensed to do business in Florida and with a Best's rating of A- VII or better. The insurance policies procured shall be occurrence forms, not claims made policies. A certificate of insurance shall be provided to the Customer's Risk Manager for review and approval, ten (1.0) days prior to commencement of any work under this Agreement. The Customer shall be named as an additional insured on all policies except workers' compensation and professional liability. The insurance companies selected shall send written verification to the Customer's Risk Manager that they will provide 30 days prior written notice to the Customer's Risk Manager of its intent to cancel or modify any required policies of insurance.

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, arising out of or related to 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.

Equal Opportunity: No person shall be excluded from participation in, denied the benefits

of, or otherwise subjected to discrimination in regard to the Services to be performed by UniFirst under this Agreement. UniFirst does hereby covenant and agree that in connection with the furnishing of Services to the Customer, it shall not discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing the Services to the Customer, UniFirst shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards.

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. 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 an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed effective the day and year first set forth above.

Unifirst Corporation

INDIAN RIVER COUNTY, FLORIDA.
BOARD OF COUNTY COMMISSIONERS

By: _____
Printed name: _____
Title: _____

(Corporate Seal)

Date: _____

By: _____
Joseph E. Flescher, Chairman

Attest: Ryan L. Butler, Clerk of Circuit Court
And Comptroller

By: _____
Deputy Clerk

Approved:

John A. Titkanich, Jr.
County Administrator

Approved as to form and legal sufficiency:

Jennifer W. Shuler
County Attorney