

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND
CINTAS CORPORATION NO. 2, NO. 14711**

This Agreement (referred as an “Addendum”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Cintas Corporation No. 2., a Foreign for Profit Corporation authorized to do business in the State of Florida (“Cintas”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County desires to contract with CINTAS to purchase or lease employee uniforms; and

WHEREAS, CINTAS is currently under contract with Omnia Partners, a Government Cooperative Purchasing Alliance, Contract # 001299, (the "Master Agreement"), to provide work uniforms and related goods and services; a copy of the Master Agreement, and all modifications thereto in effect as of the date of this Addendum, are hereby incorporated herein and made a part of this Addendum; and

WHEREAS, pursuant to Section 22.3-302(13) of the Alachua County Procurement Code, the procurement of the goods and services need not be procured through a competitive procurement process when supplies or services are under contract through a cooperative and the vendor extends the same terms and conditions of the contract to the County; and

WHEREAS, the CINTAS is willing and agrees to provide work uniforms and related goods and services to the County, and agrees to extend to the County the same pricing, terms and conditions of the Master Agreement through a proposal dated May 7, 2025 (the “Cintas Proposal”); and

WHEREAS, the Parties agree to the terms and conditions of the Master Agreement and Cintas Proposal, except as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are correct and are incorporated into this Addendum.
2. **Scope of Services**.
 - A. Pursuant to this Addendum, the CINTAS agrees to provide the County with a full-service uniform rental program whereas will Cintas furnish all uniforms and provide all the laundry, repairs, maintenance for said uniforms ordered by the County using the Facilities Solutions Cooperative Acceptance Agreement form attached to the Master Agreement (the “Services”). The Services are described in the Master Agreement, a copy of which is attached hereto as **Exhibit A** and the Cintas Proposal, a copy of which is attached hereto as **Exhibit B**.
 - B. Upon execution of this Addendum the Parties will coordinate the schedule implementation

of the Services.

3. **Agreement.** Except as provided in this Addendum, the Parties agree to be bound by the Master Agreement and the Cintas Proposal. In the event of conflict between the provisions of this Addendum and the Master Agreement and/or Cintas Proposal, the provisions of this Addendum will control. Failure to physically attach in Exhibit A any part of, or exhibit to, the Master Agreement or the Cintas Proposal, whether in part or in whole, shall not invalidate this Addendum, but it shall be construed as if the particular document, provision or part was in fact attached.
4. **Term.** This Addendum is effective upon execution by both Parties (“effective date”) and shall continue through the term of the Master Agreement, as may be renewed or extended.
5. **Addendum.** The Parties agree to be bound by the terms and conditions of the Master Agreement, except as provided below:
 - A. **References.** For the purposes of this Addendum, references in the Master Agreement to the University will be deemed to mean Alachua County, Florida (“County”).
 - B. Paragraph 2 of the Master Agreement, titled “Payment”, is amended and replaced in its entirety to read as follows:

2. Payment

- a. The County will pay Cintas for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Cintas for the Services will not exceed \$125,000.00 **annually** (“NTE amount”). Payment will be in accordance with the Cintas Proposal attached as **Exhibit “B”** to the Addendum and incorporated herein.
- b. As a condition precedent for any payment, Cintas must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Cintas's invoice must describe the Service rendered, and the date performed [*and time expended, if billed by hour*]. Cintas's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. Each invoice shall constitute the Cintas's representation to the County that the Services indicated have reached the level stated have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Cintas covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Cintas’s invoice for final payment shall further constitute Cintas's representation to the County that, upon receipt by the Cintas of the amount invoiced, all obligations of the Cintas to others, including its subcontractors, will be paid in full. Cintas shall submit invoices to the County at the following address, unless otherwise directed by the County: [insert the County’s Address]
- c. County will process and pay all invoices received from Cintas in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to: [insert Cintas’ address]

- d. The County's performance and obligation to pay under this Addendum is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Addendum is not a commitment of future appropriations. Continuation of this Addendum beyond the term or the end of any County fiscal year (*i.e.*, September 30th) shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Addendum.
- C. The last two sentences of paragraph 7 and all of paragraph 7.a., including all subparts of paragraph 7.a., of the Master Agreement, titled "Termination", are deleted in their entirety and replaced with the following subparagraphs a, b and c to read as follows:
- a. Termination for Convenience: County may terminate the Addendum without cause by providing written notice of termination for convenience to the Cintas. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Cintas will immediately discontinue all Services to the County, unless the notice from the County directs otherwise. The effective date of termination of this Addendum will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Cintas. In the event of such termination, Cintas's recovery against County shall be limited to those fees incurred through the date of termination. Cintas shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- b. Termination for Unavailability of Funding: If funds to finance this Addendum become unavailable, as determined by the County, County may terminate this Addendum upon written notice to Cintas. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Addendum will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Cintas.
- c. Upon termination of this Addendum, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest.
- D. Paragraph 11 of the Master Agreement, titled "Insurance", is hereby amended and replaced in its entirety to read as follows:
11. Insurance: Throughout the term of this Addendum, CINTAS will procure and maintain insurance of the types and in the amounts detailed in **Exhibit "C"** attached to the Addendum and incorporated herein.

E. Paragraph 14.A. of the Master Agreement, titled “Disputes; Governing Law, and Forum”, is amended and replaced in its entirety to read as follows:

14.A. The laws of the State of Florida shall govern the interpretation and enforcement of this Addendum, including the Master Agreement and Cintas Proposal. Sole and exclusive venue for all actions arising under this Addendum, including the Master Agreement and Cintas Proposal, shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Paragraph 19 of the Master Agreement, titled “Public Records”, is amended and replaced in its entirety to read as follows.

19. **Public Records.** In accordance with §119.0701, Florida Statutes, Cintas, when acting on behalf of the County, shall, as required by Florida law:

- a. Keep and maintain public records required by the County to perform the Services.
- b. Upon request from the County’s custodian of public records, provide the County 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 Florida law or as otherwise provided by law.
- c. 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 term of this Agreement and following completion or termination of the Agreement if Cintas does not transfer the records to the County.
- d. Upon completion or termination of the Agreement, transfer, at no cost, to the County all public records in possession of Cintas or keep and maintain public records required by the County to perform the Services. If Cintas transfers all public records to the County upon completion or termination of the Agreement, Cintas shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Cintas keeps and maintains public records upon completion or termination of the Agreement, Cintas shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the County’s information technology systems.

IF CINTAS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CINTAS’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY’S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

- e. If Cintas fails to comply with this section, Cintas will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes.

Cintas who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

f. Cintas will take reasonable measures to protect, secure and maintain any data held by Cintas in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Cintas suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Cintas shall immediately notify the County in writing and will work, at Cintas's expense, to prevent or stop the data breach.

- G. Paragraph 40 of the Master Agreement, including all of its subparagraphs, titled "AED Warranty, AED Release, AED Release and Indemnification", is deleted in its entirety as these services will not be utilized by the County.
- H. Paragraph 41 of the Master Agreement, titled "Cleanroom Garments", is deleted in its entirety as these services will not be utilized by the County.
- I. Paragraph 42 of the Master Agreement, titled "Eyewash Services", is deleted in its entirety as these services will not be utilized by the County.
- J. Paragraph 43 of the Master Agreement, titled "Fire Services", is deleted in its entirety as these services will not be utilized by the County.
- K. Paragraph 44 of the Master Agreement, titled "Alarm Monitoring Services" and Exhibit A to the Master Agreement titled "Alarm Monitoring Terms and Conditions", are deleted in their entirety as these services will not be utilized by the County.
- L. **Notices.** Except as otherwise provided in this Addendum, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To CINTAS:

CINTAS Corporation No. 2
9318 FLORIDA PALM DRIVE
TAMPA, FL 33619

To County:

Alachua County Public Works
5620 N.W. 120th Lane
Gainesville, FL 32653

cc: With a copy electronically sent to:
Alachua County Procurement, Attn:
Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance &
Accounting
dmw@alachuaclerk.org

M. **Indemnification.** CINTAS HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CINTAS OR CINTAS'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CINTAS'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Cintas's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both of Cintas or Cintas's employees, representatives or agents, then Cintas will investigate, respond to and provide a defense for any allegations and claims, at Cintas's sole costs and expense. Furthermore, Cintas will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Cintas and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

N. **Human Trafficking Affidavit Of No Coercion For Labor Or Services.**

- 1) Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

- 2) The Contractor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Second Amendment as **Exhibit D**.

O. **Contracting With Entities of Foreign Countries of Concern Prohibited.**

- 1) Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities if the contract provides the entity with access to an individual's personal identifying information and:
 - i. The entity is owned by the government of a foreign country of concern;
 - ii. The government of a foreign country of concern has a controlling interest in the entity; or
 - iii. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
- 2) The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier.
- 3) The Contractor will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this Second Agreement as **Exhibit E**.

- P. **Supersedes Prior Agreements.** This Addendum shall supersede and replace all prior agreements and understandings, oral or written, between the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed on the respective dates under each signature: Alachua County, Florida, through its Chair of the Board of County Commissioners who is authorized to sign, and by CINTAS, through its duly authorized

representative.

CINTAS Corporation No.2.

By: _____

Print: _____

Title: _____

Date: _____

IF THE CINTAS IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Chares S. Chestnut, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

EXHIBIT A: Omnia Agreement

Exhibit B: Cintas Proposal

Exhibit C: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber

Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)
Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees
ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

- a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County, 12 SE First Street,
Gainesville FL, 32601

Commissioners MAIL, EMAIL or FAX CERTIFICATES

Exhibit C-1: Certificate of Insurance

**EXHIBIT D: AFFIDAVIT OF NO COERCION PURSUANT TO §787.06, FLORIDA
STATUTES**

AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES

State of Florida
County of Alachua

I, _____, having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of

3. I attest and affirm that _____ does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.

4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Date Signed

**EXHIBIT E: AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN

PURSUANT TO 287.138, Florida Statutes

State of Florida
County of Alachua

I, _____, having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of _____.

3. I attest and affirm that the following is true and correct:

a. _____ is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (i.e., People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in _____.

c. _____ is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Date Signed