

ADDENDUM TO AGREEMENT BETWEEN
CITY OF NORTH PORT, FLORIDA AND
CINTAS CORPORATION NO. 2

This ADDENDUM TO AGREEMENT ("Addendum") is dated as of the ____ day of _____, 2025, by and between the City of North Port (the "Customer") and Cintas Corporation No. 2 ("Cintas"). (Customer and Cintas being collectively referred to herein as the "Parties").

WHEREAS, simultaneously with this Addendum, the Parties are entering into a Cooperative Acceptance Agreement under which Cintas is to provide workforce solutions products and services to Customer (the "Agreement"); and

WHEREAS, the Customer is a "public agency" pursuant to Section 119.0701(1)(b), Florida Statutes, and Chapter 119, Florida Statutes, provides for certain agreement requirements related to public records in certain public agency agreements for services; and

WHEREAS, the Customer and Cintas are subject to the requirements of Section 448.095, Florida Statutes, related to registration and use of the E-Verify system, as well as additional provisions of Florida law related to government contracting; and

WHEREAS, the Customer and Cintas wish to enter into this Addendum to Agreement to address these and other provisions the Parties intend to have made part of the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. Cintas agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the Customer in order to perform the services under the Agreement by doing the following: upon the request of the Customer's Custodian of Public Records, providing the Customer with copies of or access to public records on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring 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 of the Agreement if Cintas does not transfer the records to the Customer; and upon completion of the Agreement by transferring, at no cost, to the Customer all public records in possession of Cintas or by keeping and maintaining all public records required by the Customer to perform the services. If Cintas transfers all public records to the Customer upon completion 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 of the Agreement, Cintas shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's Custodian of Public Records, in a format that is compatible with the information technology systems of the Customer.

**IF CINTAS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO CINTAS' DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS ADDENDUM, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7063 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@northportfl.gov.

2. Cintas and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Cintas agrees and acknowledges that the Customer is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Customer has a good faith belief that Cintas has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Customer shall terminate the Agreement. If the Customer has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Customer shall promptly notify Cintas and order Cintas to immediately terminate the Agreement with the subcontractor.
3. Cintas has a continuous duty to disclose to the Customer if Cintas or any of its affiliates, as defined by Section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to Section 287.133(2)(a), F. S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or rely on a Agreement to provide any goods or services to a public entity;[...] may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
4. Pursuant to Section 287.135, F.S., the Agreement may be terminated by the Customer if Cintas is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
5. Any indemnification to be provided by the Customer pursuant to the Agreement shall be expressly limited to the extent permissible under Florida law.
6. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
7. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

8. **Governing Law and Venue.** The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
9. **No Agency.** Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
10. **Severability.** In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
11. **Headings.** The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
12. **Non-Discrimination.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Cintas shall not administer the Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
13. **All other provisions to the Agreement shall remain in full force and effect.**

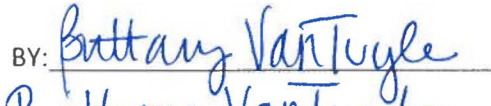
IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective duly authorized officers as of the date first above written.

ATTEST:

CINTAS CORPORATION NO. 2


Devin Williams

Signed by (typed or printed)

BY: 
Brittany VanTuyle
Signed by (typed or printed)

ACKNOWLEDGEMENT

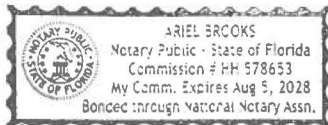
STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of August 2015, by Brittany VanTuyle (name), as government account manager (title) for Cintas Corporation No. 2 (entity).


Notary Public Ariel Brooks

___ Personally Known OR ☒ Produced Identification
Type of Identification Produced drivers license



Approved by the City Commission of the City of North Port, Florida on _____, 2025.

CITY OF NORTH PORT, FLORIDA

By: _____
A. Jerome Fletcher, II, ICMA-CM, MPA
City Manager

ATTEST

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Michael Golen, CPM
Interim City Attorney