

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF LOS ANGELES AND UNIFIRST CORPORATION
FOR UNIFORM RENTAL AND LAUNDERING SERVICES
FOR LOS ANGELES WORLD AIRPORTS**

This First Amendment to Agreement (“Amendment”) is made and entered into as of _____, 2021 by and between **UNIFIRST CORPORATION, INC.**, a Massachusetts corporation with its principal local place of business in Norwalk, California, (“Contractor”) and the **City of Los Angeles**, a municipal corporation and charter city, acting by and through the Board of Airport Commissioners (“Board”) of the City’s Department of Airports, also known as Los Angeles World Airports (“LAWA”) (“City”). City and the Contractor are collectively referred to as the “Parties.”

RECITALS

WHEREAS on March 7, 2018 City and Contractor entered into an agreement, DA-5265 (“Agreement”) pursuant to which Contractor provides certain Uniform Rental and Laundering Services for Non-Custodial Personnel at Los Angeles International Airport and Van Nuys Airport. The original term of the Agreement was a term not to exceed three (3) years, commencing on March 19, 2018 and expiring on a date not later than March 18, 2021; and

WHEREAS City and Contractor previously had an agreement (#4600002643) pursuant to which Contractor provided certain Uniform Rental Services for Custodial Personnel at Los Angeles International Airport and Van Nuys Airport. The term of the Agreement was from August 22, 2017 to August 21, 2020; and

WHEREAS the Parties desire to amend the Agreement in three respects: First, to extend the term of the Agreement for a period of one additional year (i.e., from March 19, 2021 to March 18, 2022). Second, during the Extended Term to revise the Scope of Work to add provisions for the Rental of Uniforms for Custodial Personnel at Los Angeles International Airport and Van Nuys Airport. As to the Rental of Uniforms for Custodial Personnel, during the Extended Term the contract terms will be, except as to duration, similar to those under the expired agreement #4600002643. Third, to add a new Section 32 to allow the execution of this First Amendment by means of electronic signatures.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

AMENDMENT

1) A new Section 1.1 is added to the Contract:

1.1. Additional Work During Extended Term. During the Extended Term the Contractor agrees to also provide Apparel (Uniform) Rental (but not Laundering

Services) for Custodial Personnel at Los Angeles International Airport and Van Nuys Airport to meet the requirements of LAWA in compliance with the terms set forth in Exhibit C.

2) Section 3.1 is amended and restated in its entirety to read:

3.1. The term of this Agreement commenced on March 19, 2018 and originally had a term not to exceed three years. By virtue of this First Amendment, the term of this Agreement is extended by a period of one additional year (i.e., from March 19, 2021 to March 18, 2022). The term beginning on March 19, 2021 is the “Extended Term.”

3) A new provision re Electronic Signatures is added as a new Section 32 to read as follows:

Section 32. Electronic Signatures.

This First Amendment and any other document necessary for the consummation of the transaction contemplated by this First Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this First Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

4) In the event of a conflict between the First Amendment, on the one hand, and Agreement, on the other hand, the First Amendment shall control. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed, by their respective authorized signatories, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

CITY OF LOS ANGELES

MICHEL N. FEUER,
City Attorney

Date: February 23, 2021

Date: _____

By: Kevin T. Ryan
Deputy City Attorney

By: _____
Justin Erbacci
Chief Executive Officer

By: _____
Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST:

UNIFIRST CORPORATION, INC.

By: [Signature]
Signature

By: Will. Mattson
Signature

ANTHONY CRTEA
Print Name

William Mattson
Print Name

General Manager
Print Title

Regional Vice President
Print Title