

**ASSIGNMENT AND FIRST AMENDMENT OF TERM CONTRACT
FOR AUDITING SERVICES FOR SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
(RFP-603947-20/BJC)**

THIS ASSIGNMENT AND FIRST AMENDMENT is made and entered into this _____ day of _____, 20____, by and between **MSL, P.A.**, whose address is 255 S. Orange Avenue, Suite 600, Orlando, Florida 32801, in this Assignment and First Amendment referred to as “ASSIGNOR,” **FORVIS MAZARS, LLP**, whose address is 910 East St. Louis Street, Suite 400, Springfield, MO 65806, in this Assignment and First Amendment referred to as “ASSIGNEE” OR “AUDITOR” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY”.

WITNESSETH:

WHEREAS, the Term Contract for Auditing Services for Seminole County Board of County Commissioners (hereinafter referred to as “Original Agreement”) was executed on December 2, 2020 between COUNTY and ASSIGNOR; and

WHEREAS, the Original Agreement includes two renewal periods and it has been renewed until December 1, 2025; and

WHEREAS, on November 1, 2024, ASSIGNEE acquired certain assets from ASSIGNOR which were utilized by ASSIGNOR in providing the subject auditing services to the COUNTY; and

WHEREAS, on November 1, 2024, ASSIGNOR’s team members who were responsible for providing the auditing services to the COUNTY joined ASSIGNEE; and

WHEREAS, due to ASSIGNEE’s acquisition of ASSIGNOR’s assets and team members, ASSIGNOR’s ability to furnish the required auditing services was effectively transferred to ASSIGNEE on November 1, 2024; and

WHEREAS, ASSIGNOR has requested to formally assign the work under the Original Agreement, effective November 1, 2024, to ASSIGNEE and ASSIGNEE desires to accept such from ASSIGNOR; and

WHEREAS, ASSIGNEE is competent and qualified to provide services to the COUNTY according to the terms and conditions stated in the Original Agreement; and

WHEREAS, COUNTY, ASSIGNOR, and ASSIGNEE have determined this Assignment of the Original Agreement from ASSIGNOR to ASSIGNEE will best serve the needs of all parties; and

WHEREAS, Section 14 of the Original Agreement prohibits the parties from assigning the Original Agreement without written consent of the other party; and

WHEREAS, COUNTY and ASSIGNEE also desire to revise Sections 1, 16 and 29 of the Original Agreement and enable them to continue to enjoy the mutual benefits the Original Agreement provides; and



WHEREAS, Section 21 of the Original Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Assignment and First Amendment, COUNTY, ASSIGNOR, and ASSIGNEE agree as follows:

1. The foregoing recitals are true and correct and form a material part of this Assignment and First Amendment upon which the parties have relied.
2. ASSIGNOR hereby assigns all of its rights and obligations in the Original Agreement to ASSIGNEE, effective November 1, 2024.
3. ASSIGNEE hereby accepts this Assignment, assumes all obligations of ASSIGNOR under the Original Agreement and agrees to be bound by the terms and conditions of the Original

Agreement, as amended herein, to which ASSIGNOR previously agreed.

4. ASSIGNEE shall indemnify COUNTY from any and all liability under the Original Agreement, as amended herein, effective November 1, 2024.

5. COUNTY hereby consents to this Assignment between ASSIGNOR and ASSIGNEE

6. Effective as of the date of November 1, 2024, Section 1 (Services) of the Original Agreement is hereby deleted in its entirety and is replaced as follows:

Section 1. Services.

(a) COUNTY hereby retains AUDITOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. AUDITOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and AUDITOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

(b) The COUNTY, ASSIGNOR and ASSIGNEE hereby agree that any/all work performed by MSL, P.A., prior to November 1, 2024, remains the responsibility and obligation of MSL, P.A. and FORVIS MAZARS, LLP has no responsibility for such work. MSL, P.A. remains a separate legal entity from FORVIS MAZARS, LLP and shall maintain any insurance that was written on a claims-made basis, and required by COUNTY, by maintaining continuous coverage (or securing an extended discovery period) for three (3) years beginning on the date of November 1, 2024.

7. Effective as of the date of November 1, 2024, Section 16, Indemnification of County, is hereby deleted and replaced as follows:

Section 16. Indemnification of County

AUDITOR, to the fullest extent permitted by this Agreement, shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all third-party claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to AUDITOR's provision of materials or services under this Agreement to the extent caused by AUDITOR's negligent act or omission in the performance of this Agreement.

8. Effective as of the date of November 1, 2024, Section 29, Notices, is hereby deleted and replaced as follows:

Section 29. Notices.

Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section.

For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, Florida 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, Florida 32771

For AUDITOR:

FORVIS MAZARS, LLP
255 S. Orange Avenue, Suite 600

Orlando, Florida 32801

9. Except as modified by this Assignment and First Amendment, all terms and conditions of the Original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and First Amendment for the purposes stated above.

ATTEST:

ASSIGNOR- MSL, P.A.

Claudia Rodriguez Rdz
Witness
Claudia Rodriguez Rdz
Print Name

By: Daniel J. O'Keefe
DANIEL J. O'KEEFE, Shareholder

Date: 01/24/2025

Emily Felty Day
Witness
Emily Felty Day
Print Name



ATTEST:

ASSIGNEE- FORVIS MAZARS, LLP

Jack Perkins
Witness
Jack Perkins
Print Name

By: Joel Knopp
JOEL KNOPP, Authorized Signor

Date: 1/24/2025

Kathryn Zawistowski
Witness
Kathryn Zawistowski
Print Name

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AFL\sfa
1/15/2024
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