

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is made effective this 7<sup>th</sup> day of August, 2022, between **LEVY COUNTY, a political subdivision of the State of Florida** (hereinafter referred to as "County") and **JAMES MOORE & CO., P.L.** (hereinafter referred to as "James Moore").

### WITNESSETH:

**WHEREAS**, pursuant to RFP 2019-002, on August 6, 2019, the County entered into an Agreement with James Moore to provide annual professional auditing services (hereinafter the "Agreement");

**WHEREAS**, pursuant to Section 4.1 of the Agreement, by letter from the County Representative to James Moore dated July 30, 2020, the term of the Agreement was extended through August 6, 2021;

**WHEREAS**, pursuant to Section 3.1 of the Agreement, the parties entered into an Amendment on November 17, 2020 to provide for additional services and payment therefor by County;

**WHEREAS**, pursuant to Section 4.1 of the Agreement, by letter from the County Representative to James Moore dated August 2, 2021, the term of the Agreement was extended through August 6, 2022; and

**WHEREAS**, pursuant to Sections 3.1 and 4.1 of the Agreement, any further extensions or amendments (aka addendum) require approval of the Board of County Commissioners.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, understandings and obligations hereinafter set forth, the parties hereto agree as follows:

1. Amendment and Extension. James Moore will provide the services described in the engagement letter from James Moore dated August 24, 2022 (consisting of 14 pages), attached hereto and incorporated by reference. These services will be provided for each of the following County fiscal years: Fiscal Year ending September 30, 2022; Fiscal Year ending September 30, 2023 and Fiscal Year ending September 30, 2024, subject to the County budgeting and appropriating the sums necessary to pay for the services each fiscal year.

2. No Additional Amendment. All other provisions of the Agreement and First Amendment not otherwise amended by this Second Amendment, shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Second Amendment is made effective on the day first written above.

**JAMES MOORE & CO., P.L.**

**BOARD OF COUNTY COMMISSIONERS OF  
LEVY COUNTY, FLORIDA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Russell Meeks Jr., Chairman  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Danny J. Shipp, Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Nicolle M. Shalley, County Attorney