FOURTH RENEWAL AND AMENDMENT TO THE AGREEMENT BETWEEN LEVY COUNTYAND JAMES MOORE & CO., P.L.

This Fourth Renewal and Amendment ("Renewal and Amendment") to the Agreement for Annual Professional Auditing Services is entered into by and between Levy County, a political subdivision of the State of Florida, ("County") and James Moore & Co., P.L., ("Consultant"). Collectively, the County and the Consultant shall be known as the "Parties" and individually a "Party".

WHEREAS, the County issued RFP No. 2019_002 on April 12, 2019 to solicit annual professional auditing services, and Consultant submitted a successful proposal in response thereto; and

WHEREAS the parties entered into an Agreement for Annual Professional Auditing Services on August 6, 2019 ("Agreement")***;*** and

WHEREAS, the Agreement provides for an initial one-year term and successive one-year renewals pursuant to Section 4.1 of the Agreement; and

WHEREAS, the Parties previously exercised Renewal options pursuant to Section 4.1 of the Agreement on July 30, 2020, August 2, 2021, and August 7, 2022; and

WHEREAS, the Parties previously amended the Agreement November 17, 2020 and August 7, 2022 pursuant to Section 3.1 of the Agreement; and

WHEREAS, the Parties desire to renew the Agreement for an additional one-year term commencing August 7, 2026, and ending August 6, 2027 ("Renewal Period"); and

WHEREAS, the Parties desire to incorporate the Consultant's Engagement Letter dated May 14, 2026, subject to the modifications and exclusions expressly identified in this Renewal and Amendment, and to reaffirm the applicability of all previously executed amendments to the Agreement; and

WHEREAS, the parties desire to further amend certain provisions of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the covenants set forth in this Renewal and Amendment , and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. Renewal and Scope of Services.

2.1. The Agreement is hereby renewed for an additional one-year term commencing August 7, 2026, and ending August 6, 2027, unless earlier terminated in accordance with the terms of the Agreement.

2.2. During the Renewal Period, Consultant shall provide annual professional auditing services for the County's fiscal year ending September 30, 2026, in accordance with the Agreement, as previously amended, and the Engagement Letter dated May 14, 2026, attached hereto and incorporated herein as Exhibit A, subject to the modifications and exclusions expressly set forth in this Renewal and Amendment and Exhibit A.

3. Amendments to the Agreement. The Agreement is hereby amended as follows:

a. Amendment to County Representative Designation. The Agreement is hereby amended to replace all references to "County Coordinator" with "County Manager." Accordingly, wherever the term "County Coordinator" appears in the Agreement, it shall be deleted and replaced with "County Manager." All references to the County Manager shall mean the Levy County Manager or the Levy County Manager's authorized designee.

b. Compensation, Invoicing, and Payment. The County shall compensate Consultant in an amount not to exceed One Hundred Thirty-Six Thousand Five Hundred Dollars ($136,500.00) for annual professional auditing services performed for the County's fiscal year ending September 30, 2026.

Consultant shall submit an invoice to the County's Procurement Department upon completion of the annual professional auditing services. The invoice shall identify the services performed and the amount due. The County shall pay Consultant's properly submitted invoices in accordance with the Florida Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

No compensation exceeding the amount specified herein shall be payable without the County's prior written authorization through a duly executed amendment to the Agreement.

c. Paragraph 12 of Attachment A to Exhibit A, entitled "Indemnification," is hereby amended to include the following provision:

"Notwithstanding anything to the contrary contained in this Agreement, the Engagement Letter, or any attachment or exhibit thereto, nothing herein shall be construed as a waiver of the County's sovereign immunity or as an agreement by the County to extend, modify, or increase the limits of liability established by Section 768.28, Florida Statutes. The County expressly reserves all rights, defenses, and limitations of liability available to it under Florida law, including those provided by Section 768.28, Florida Statutes."

4. Ratification of Agreement. Except as expressly amended herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect during the Renewal Period. The Parties hereby ratify and reaffirm the Agreement, as amended by this Renewal and Amendment.

5. Order of Precedence. In the event of any conflict or inconsistency among the terms and conditions of the contract documents, the following order of precedence shall apply:

a. This Fourth Renewal and Amendment;

b. The Agreement, including all previously executed amendments, with later amendments controlling over earlier amendments to the extent of any conflict;

c. Exhibit A, the Engagement Letter dated May 14, 2026, including its attachments, as expressly modified or supplemented by this Renewal and Amendment; and

d. RFP No. 2019-002 and Consultant's response thereto, to the extent incorporated into the Agreement.

No provision of Exhibit A shall supersede, modify, or diminish any requirement or obligation imposed by the Agreement or this Renewal and Amendment unless expressly authorized herein.

6. Authority. The County and Contractor represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Agreement as modified by this Renewal, and each party and the person(s) signing this Renewal and Amendment on each party's behalf represent and warrant to the other party that such person(s) are duly authorized to execute this Renewal on the respective party's behalf without further consent or approval by anyone.

7. Electronic Signatures. Each party agrees that this Renewal and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Renewal or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

8. Facsimile and Scanned Signatures. This Renewal and Amendment may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles or any amalgamation thereof, when taken together, shall be deemed to constitute an entire and original agreement. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal and Amendment through their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____

Tim Hodge, Chair

Date: _____

ATTEST: Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of County Commissioners

_____

Matt Brooks, Clerk

Approved as to form and legal sufficiency

_____

Ray Poole, County Attorney

Consultant

_____

By: **Brendan McKitrick**

Title: **Partner**

Date: **10/23/2026**

ATTEST/WITNESS

_____

Secretary of Corporation