

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**MSL, P.A.**  
(hereinafter referred to as "VENDOR"),  
having its principal place of business at  
255 South Orange Avenue, Suite 600  
Orlando, Florida 32801

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated May 16, 2017 (hereinafter referred to as Agreement); under RFP 18-015V – External Independent Financial Auditing Services (hereinafter referred to as "RFP") for the purpose of providing professional and independent auditing services as required by Section 218.39, Florida Statutes and as required and directed by SBBC; and

**WHEREAS**, VENDOR offered a proposal dated March 9, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, VENDOR admits and agrees that on May 16, 2017, it was awarded an Agreement under the RFP from June 1, 2017 through November 30, 2019, which permits two (2) one-year renewals and an additional extension for up to 180 days beyond the expiration date of the final renewal period (hereinafter referred to as "Agreement"); and

**WHEREAS**, SBBC wishes to exercise the second of two (2) options to renew the Agreement for a period of one (1) year; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Second Amendment").

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Section 2.0 of the Agreement, the term of the Agreement is hereby extended from **December 1, 2020** through **November 30, 2021** unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- First: This Second Amendment to Agreement; then
- Second: First Amendment to Agreement; then
- Third: Agreement; then
- Fourth: Addendum No. 4; then
- Fifth: Addendum No. 3; then
- Sixth: Addendum No. 2; then
- Seventh: Addendum No. 1; then
- Eighth: RFP 18-015V – External Independent Financial Auditing Services; then
- Ninth: Proposal submitted in response to the RFP by the **VENDOR**

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric  
Abend  
*Eric Abend*  
Date: 2020.07.29 16:24:25  
-04'00'  
\_\_\_\_\_  
Office of the General Counsel



**FOR VENDOR:**

(Corporate Seal)

MSL, P.A.

ATTEST:

By Daniel J. O'Keefe  
Signature

\_\_\_\_\_  
, Secretary

Printed Name: Daniel J. O'Keefe

Title: Shareholder, Vice-Chairman

-or-  
Jed Knopp  
Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this July 27, 2020 (date) by Daniel J. O'Keefe (name of officer or agent, title of officer or agent) of MSL, P.A. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this 27 day of July, 2020.

My Commission Expires:

Lina Mejia  
Signature – Notary Public



Lina M. Mejia  
Commission # GG060887  
Expires: January 9, 2021  
Bonded thru Aaron Notary

Lina M. Mejia  
Printed Name of Notary