NOVATION AGREEMENT BETWEEN HILLSBOROUGH COUNTY, (CONTRACTOR1) AND (CONTRACTOR2)

THIS Novation Agreement, is made and entered into by and between Hillsborough County, Florida, a political subdivision of the State of Florida (the "**COUNTY**"); (*original contractor)* **("CONTRACTOR1"**); and (*vendor taking over the contract)* **("CONTRACTOR2"),** which three entities shall be referred to collectively as the "**PARTIES**" and individually as "**PARTY**".

WITNESSETH

WHEREAS, CONTRACTOR1 was previously selected by the COUNTY as the contractor for such purposes as more particularly described in entitled " " (*identify contractual document or authorization)* as modified or amended (hereinafter the "**AGREEMENT**"), a copy of which is attached hereto as Exhibit 1 and is made a part hereof for all purposes;

WHEREAS, *(specify either CONTRACTOR1 or CONTRACTOR2)* has represented to the COUNTY that CONTRACTOR1 has been legally merged with or acquired in whole or in part by CONTRACTOR2, resulting in the merged entity which retains the identity of CONTRACTOR2 for all purposes;

WHEREAS, the COUNTY, CONTRACTOR1 and CONTRACTOR2 each desire to effectuate the purposes described herein in a manner that will ensure continuous and uninterrupted services to the COUNTY as set forth in the AGREEMENT;

WHEREAS, Article/Section/Paragraph of the AGREEMENT provides for the modification and assignment of the AGREEMENT, including the assignment of the obligation thereto;

WHEREAS, CONTRACTOR2 represents that it will comply with the terms of the AGREEMENT which have been applicable to CONTRACTOR1;

WHEREAS, based upon the representations of CONTRACTOR2, the undersigned PARTIES hereto are in agreement that CONTRACTOR2 is the successor in interest to CONTRACTOR1 and that therefore CONTRACTOR2 should replace CONTRACTOR1 as the contractor whose duties are described in the AGREEMENT;

WHEREAS, CONTRACTOR2 agrees to assume all duties, obligation and responsibilities set forth in the AGREEMENT as applicable to CONTRACTOR1, without limitation, upon the Effective Date of this Novation Agreement; and

WHEREAS, the COUNTY and CONTRACTOR1 agree to extinguish the AGREEMENT and replace the AGREEMENT with this Novation Agreement wherein CONTRACTOR2 shall assume all the rights, duties, obligations and responsibilities that were previously applicable to CONTRACTOR1 under the AGREEMENT.

NOW THEREFORE, in consideration of these mutual covenants and provisions, the COUNTY, CONTRACTOR1, and CONTRACTOR2 hereby agree to the following:

1. The above recitals are true and correct and are incorporated into this Novation Agreement for all purposes.

2. The PARTIES acknowledge the existence and previous validity of the AGREEMENT between the COUNTY and CONTRACTOR1 as described above. The PARTIES further acknowledge that each PARTY to this Novation Agreement has read and fully understand the AGREEMENT.

3. The PARTIES all mutually agree to form a new contract, which is memorialized exclusively by the terms contained in this Novation Agreement.

4. The parties all mutually agree that this Novation Agreement shall take the place of the AGREEMENT, and that the AGREEMENT is hereby extinguished. A copy of the AGREEMENT is attached hereto and incorporated into this Novation Agreement by reference for the purpose of defining the rights, duties, obligations and responsibilities of CONTRACTOR2 and the COUNTY; and the terms and conditions that applied to CONTRACTOR1 under the AGREEMENT shall now apply CONTRACTOR2.

5. The COUNTY hereby agrees to transfer to CONTRACTOR2 all the rights, duties, obligations and responsibilities that the AGREEMENT attributes to CONTRACTOR1 as of the Effective Date of this Novation Agreement.

6. CONTRACTOR2 hereby assumes all of the rights, duties, obligations and responsibilities of CONTRACTOR1 under the AGREEMENT as of the Effective Date of this Novation Agreement.

7. CONTRACTOR2 agrees to comply with all the terms and provisions of the AGREEMENT which were applicable to CONTRACTOR1 immediately prior to the Effective Date of this Novation Agreement, and CONTRACTOR2 further agrees to be bound by the terms and conditions of the AGREEMENT in all respects as if CONTRACTOR2 was the original PARTY to the AGREEMENT in lieu of CONTRACTOR1.

8. CONTRACTOR2 represents and warrants that it is either a validly formed and duly existing corporation under the laws of the State of Florida, or that it has a current Certificate of Authority from the Florida Department of State and is authorized to transact business in the State of Florida.

9. The PARTIES all mutually agree that this Novation Agreement is legally binding upon each of them and that this Novation Agreement is legally valid.

10. Pursuant to the AGREEMENT, all notices directed to CONTRACTOR2 are to be delivered in the manner described therein, to:

    Name:
    Address:
    Address:

11. The PARTIES each represent as an express term of this Novation Agreement, that each PARTY signing below has the authority to bind the entity for which each signature is purported to represent.

12. By signing below, both CONTRACTOR2 and CONTRACTOR1 represent that CONTRACTOR1 has merged into CONTRACTOR2, that CONTRACTOR1 no longer exists as a separate legal entity for any purposes, and that CONTRACTOR2 has the means and resources to perform the obligations described above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the date first written above.

Dated this _____ day of _____, 20_____ (the "Effective Date")

COUNTY: HILLSBOROUGH COUNTY, FLORIDA

BY:_____
COUINTY ADMINISTRATOR

CONTRACTOR1

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE

CONTRACTOR2

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE

Approved as to form
and legal sufficiency:

COUNTY ATTORNEY
By: _____
Assistant County Attorney

BOCC Staff	Approval	Date
Department Fiscal		
Department Director		
Procurement		
County Attorney: Approved as to Form and Legal Sufficiency		

ACKNOWLEDGEMENT OF CONTRACTOR1, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of agent)_____ of (name of corporation acknowledging) _____ a (state or place of incorporation) _____ corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced (type of identification) _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this (date) _____.

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date_____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR1, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of agent)_____ of (name of corporation acknowledging) _____ a (state or place of incorporation)_____ corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced (type of identification)_____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) _____.

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date_____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR1, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of agent)_____ of (name of corporation acknowledging) _____ a (state or place of incorporation)_____ corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced (type of identification) _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) _____.

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date_____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR2, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of agent)_____ of (name of corporation acknowledging) _____ a (state or place of incorporation)_____ corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced (type of identification)_____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) _____.

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date_____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR2, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of agent)_____ of (name of corporation acknowledging) _____ a (state or place of incorporation)_____ corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced (type of identification)_____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) _____.

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date_____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR2, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of agent)_____ of (name of corporation acknowledging) _____ a (state or place of incorporation)_____ corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced (type of identification)_____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

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(Official Notary Signature and Notary Seal)

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(Name of Notary typed, printed or stamped)