

**CONSENT TO ASSIGNMENT OF, AND SECOND AMENDMENT TO
AGREEMENT FOR
PROFESSIONAL AND TECHNICAL
SERVICES FOR WATER AND WASTEWATER QUALITY
SAMPLING AND LABORATORY TESTING SERVICES
Bid No. 23-26-00ITB**

THIS CONSENT TO ASSIGNMENT OF, AND SECOND AMENDMENT, is made part of the original Agreement between the parties dated November 16, 2023 (the “Agreement”), and is by and among DESOTO COUNTY, a political subdivision of the State of Florida, 201 East Oak Street, Arcadia, Florida 34266, hereinafter referred to as the “COUNTY,” SANDERS LABORATORIES, INCORPORATED, 1050 Endeavor Court, Nokomis, Florida 34275, hereinafter referred to as “SANDERS”, and EUROFINS DRINKING WATER AND WASTEWATER SOUTHEAST, LLC, a Delaware limited liability company , registered to do business in the State of Florida, whose principal address is 481 Newburyport Ave., Altamonte Springs, FL 32701 (FEI No. 39-4185895), hereinafter referred to as the “EUROFINS”, for the purposes of memorializing the consent of COUNTY to the assignment by SANDERS to EUROFINS of all of SANDERS’s right, title and interest in and to, and the assumption by EUROFINS from SANDERS of all obligations of SANDERS under the Agreement (“Assignment”), and to amend the Agreement. Terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the COUNTY entered into an Agreement for Water and Wastewater Quality Sampling & Laboratory Testing Services with SANDERS through a competitive bid process on November 16th, 2023; and

WHEREAS, the COUNTY and SANDERS entered into a First Amendment to the Agreement on November 6, 2025, renewing the Agreement for an additional one-year term, and revising the fee schedule; and

WHEREAS, pursuant to Section 5 of the General Conditions to said Agreement, neither the Agreement nor any interest or claims hereunder may be assigned or transferred by SANDERS to any party or parties, except with the written consent of the COUNTY; and

WHEREAS, SANDERS has been sold, and transferred all of its operations and assets to EUROFINS, and, in connection therewith, has proposed to assign the Agreement to EUROFINS, subject to COUNTY’s consent; and

WHEREAS, SANDERS will cease to be a party to the Agreement and EUROFINS will become a party to the Agreement, on the same terms and conditions prior to the Assignment, except as amended herein. COUNTY will not experience any change in the Services provided as a result of the Assignment; and

WHEREAS, SANDERS, EUROFINS, and COUNTY desire to make and memorialize certain amendments to the Agreement in connection with its assignment to EUROFINS as “CONTRACTOR” thereunder:

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. **CONSENT**. COUNTY hereby consents to the Assignment by SANDERS of all of its right, title and interest in and to the Agreement and the assumption by EUROFINS of all of the obligations of SANDERS under the Agreement arising from and after the date hereof.

2. **PAYMENT**. All monies due under the Agreement with respect to Services performed prior and after this Consent to Assignment shall be paid to EUROFINS, to the following address and persons:

481 Newburyport Ave.
Altamonte Springs, FL 32701

3. **NOTICE**. For purposes of Notices under the Agreement as set forth in Section 21 of the Agreement, notice to the CONTRACTOR shall be as follows:

If to the CONTRACTOR:	115 N Calhoun St., Suite 4, Tallahassee, FL 32301	
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4. **ANTI-HUMAN TRAFFICKING**. The Contractor agree to comply with the Anti-Human Trafficking Affidavit set forth in Attachment “A” which are incorporated herein as part of the Agreement.

5. **SCRUTINIZED COMPANIES**. Any contract entered into or renewed after July 1, 2018 shall be terminated at the County’s option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractor must submit the certification that is attached to this agreement as Attachment “B”. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to Contractor of the County’s determination concerning the false certification. Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If Contractor does not demonstrate that the County’s determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

6. **E-VERIFY**. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

7. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties dated November 16, 2023, as amended, shall remain in full force and effect.

8. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this Assignment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement, or provision contained in any other document or attachment.

IN WITNESS WHEREOF, the parties hereto have, though their duly authorized representatives, approved and executed this Amendment as of the date set forth below.

[SIGNATURE PAGE TO FOLLOW]

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

BY: _____
MANDY HINES
COUNTY ADMINISTRATOR

BY: _____
STEVE HICKOX
CHAIRMAN

DATE APPROVED: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

VALERIE VICENTE
COUNTY ATTORNEY

WITNESS:

**SANDERS LABORATORIES,
INCORPORATED**

Signature

BY: _____

Print Name

PRINT NAME:

DATE: _____

WITNESS:

**EUROFINS DRINKING WATER AND
WASTEWATER SOUTHEAST, LLC**

Signature

Print Name

BY: _____

PRINT NAME:

DATE: _____

ATTACHMENT "A"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by _____ as _____ on behalf of _____

_____, who is personally known to me or who produced
_____ as identification this _____ day of
_____, 202__.

(Notary Seal)

Notary Public

ATTACHMENT "B"

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that _____ (insert entity name) ("Vendor"):
 - a. Is not owned by the government of a foreign country of concern;
 - b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
 - c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.
3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title: _____
Nongovernmental entity: _____
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202__.

Notary Public

(Notary Seal)