



ASSIGNMENT AGREEMENT

Contract No.: 80101507-SA-19-1

Contract Title: Information Technology Staff Augmentation Services

This Assignment Agreement (Agreement) to Contract No. 80101507-SA-19-1, Information Technology Staff Augmentation Services (Contract), is entered into by **Cloud Navigator, Inc., d/b/a ISC** (Assignor), having its principal office at 2932 Wellington Circle, Tallahassee, FL 32309; **IT Staffing and Consulting, Inc., d/b/a ISC** (Assignee), having its principal office at 1211 Circle Drive, Tallahassee, FL 32301; and the **State of Florida, Department of Management Services** (Department), collectively referred to herein as the "Parties."

Recitals

WHEREAS, the Assignor entered into the Contract with the Department on September 1, 2020;

WHEREAS, the Assignor now wishes to assign all its rights and obligations under the Contract to the Assignee;

WHEREAS, Section 6.2, Assignment, of Contract Exhibit C, Special Contract Conditions, requires the prior written consent of the Department to assign the Contract; and,

WHEREAS, the Assignee represents that it can assume and fully perform the Assignor's duties under the Contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Contract shall be amended as follows:

1. The above recitals are hereby incorporated into this Agreement.
2. The term "Contract," as used herein, includes any amendments and purchase orders made pursuant to the Contract, either before or after the effective date of this Agreement.
3. The Assignee accepts and agrees to be bound by and fully perform all of the Assignor's Contract obligations, duties, and responsibilities, and to abide by all terms and conditions specified in the Contract in the name of Assignor.
4. The Assignee agrees to assume all obligations and liabilities of, and all claims against, the Assignor under the Contract as if the Assignee was the original party to the Contract.
5. The Assignor waives all rights under the Contract as of the effective date of this Agreement.



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6. The Assignor will remain secondarily liable for performance of the Contract.
7. The Assignor agrees to defend and indemnify the State from any and all claims; actions; judgments; liabilities; proceedings and costs, including reasonable attorneys' fees; and other costs of defense and damages resulting from Assignor's performance prior to the execution of this Agreement.
8. The Parties agree that this Agreement operates as an assignment of the Contract, establishing a new contractual relationship entered into by and between the Department and Assignee.
9. The Department consents to the assignment. The Department, in executing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor arising prior to the effective date of the assignment of the Contract.
10. The Assignee by this Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the Contract as if the Assignee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract and purchase orders, shall refer to the Assignee.
11. The effective date of this Agreement shall be the date of the final signature to this Agreement.
12. This Agreement is hereby made a part of this Contract. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force and effect.

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13. This Agreement sets forth the understanding between the Parties regarding the subject matter hereof. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

State of Florida:
Department of Management Services

Assignor:
Cloud Navigator, Inc. d/b/a ISC

DocuSigned by:
By: Cliff Nilson
CE05E769572C45E...

Name: Cliff Nilson
Title: Deputy Director of Procurement and Contract Management
Date: 1/5/2021 | 1:55 PM EST

DocuSigned by:
By: Mark Alexander
6FE972D6A525499...

Name: Mark Alexander
Title: Chief Executive Officer
Date: 1/5/2021 | 10:07 AM PST

Assignee:
IT Staffing and Consulting, Inc. d/b/a/ ISC

DocuSigned by:
By: Edwin Lott
715B201292474CB...

Name: Edwin Lott
Title: President
Date: 1/5/2021 | 9:54 AM PST