

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Mathews Consulting, Inc., a Florida profit corporation (the "Assignor"), Baxter & Woodman, Inc., a Foreign profit corporation authorized to do business in the State of Florida ("Assignee"), and The City of Pompano Beach, a municipal corporation located in Broward County, Florida (the "City").

**WHEREAS**, the CITY issued Request for Letter of Interest No. L-03-16 (the "RLI") to provide professional consulting services (the "Services"); and

**WHEREAS**, Assignor submitted a Proposal in response to the aforesaid RLI which was subsequently deemed to be the highest ranked response; and

**WHEREAS**, the City and Assignor thereafter entered into an Agreement for Civil Engineering Services for Gateway Drive Stormwater Improvements dated July 19, 2016 (the "Consultant Agreement"); and

**WHEREAS**, pursuant to Article 12 of the Consultant Agreement, Assignor desires to assign the Consultant Agreement to Assignee, which has the identical ownership, expertise and experience as Assignor with respect to the Services as a result of a recent Asset Purchase Agreement dated July 25, 2016 between the parties.

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

### **AGREEMENT**

1. Assignment of Consultant Agreement. Assignor does hereby sell, transfer and assign unto Assignee, its successors and assigns, the Consultant Agreement and all of its books and records related thereto, in each case free and clear of any and all liens and encumbrances whatsoever. Subject to the other provisions of this Assignment, Assignee hereby purchases, assumes and accepts the Consultant Agreement and all obligations arising thereunder from and after the date hereof.

2. Assumption of Obligations. From and after the date hereof, Assignee assumes and agrees to abide by, pay, discharge and perform all obligations and liabilities when due and otherwise in accordance with their respective terms under the Consultant Agreement.

3. Binding Effect. This Assignment and the covenants, conditions and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be construed and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law principles thereunder, and shall not be strictly construed for or against either party hereto. Headings are inserted herein for convenience only and shall not limit the content of any paragraph hereof.

4. Modifications. Any modification or waiver of any provision of this Assignment must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought.

5. Notices. Assignee shall promptly notify the City as to any changes to the name and address for notices pursuant to Article 26 of the Consultant Agreement.

6. Counterparts. This Agreement may be executed in counterparts and each such counterpart when taken together with all other counterparts, shall be deemed one and the same original document. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery of this Agreement.

7. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflict of law principles thereunder.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement as of the day and year first above written.

"ASSIGNOR":

Witnesses:

[Signature]  
Print Name Kyle Scott

[Signature]  
Print Name Jocelyn Travis

MATHEWS CONSULTING, INC.

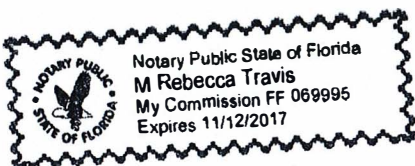
By: [Signature]  
Typed or Printed Name Rene Mathews

Title: President

STATE OF FLORIDA  
COUNTY OF ~~BROWARD~~ PALM BEACH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of November, 2016, by Rene L. Mathews as President of Mathews Consulting, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEA :



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
M. Rebecca Travis  
(Name of Acknowledger Typed, Printed or Stamped)  
069995  
Commission Number

**"ASSIGNEE":**

Witnesses:

**BAXTER & WOODMAN, INC.**

Joanna Ptasiński  
Joanna Ptasiński  
Print Name

Joseph Chang  
Joseph Chang  
Print Name

By: John V. Ambrose  
John V. Ambrose  
Typed or Printed Name

Title: President/CEO

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of November, 2016, by John V. Ambrose as President/CEO of Baxter & Woodman, Inc., a Foreign profit corporation. He/she is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



Joanna Ptasiński  
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ ILLINOIS

Joanna Ptasiński  
(Name of Acknowledger Typed, Printed or Stamped)

803902  
Commission Number

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

MEB/jrm  
11/17/16  
L:agr/engr/2017-115