

**ASSIGNMENT AND ASSUMPTION  
CONSENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION CONSENT AGREEMENT, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”) is entered into by and between the City of Pompano Beach (the “City”), Eckler Engineering, Inc. (“Assignor”), and CHA Consulting, Inc. (“Assignee”).

WHEREAS, Assignor entered into a Contract for Professional Consulting Services with the City, dated March 1, 2021 as a result of RLI No. E-23-20 (the “Contract”); and

WHEREAS, Article 12 of the Contract allows for assignment thereof with prior written consent of the City; and

WHEREAS, Assignee purchased Assignor’s assets effective October 28, 2022 as set forth in the Asset Purchase Agreement attached hereto as Exhibit A; and

WHEREAS, Assignor desires to assign all of its rights and obligations in and to the Contract to Assignee and Assignee desires to assume all of Assignor’s obligations thereunder, all effective as of the Effective Date; and

WHEREAS, City desires to consent to said assignment.

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

1. Assignment. Assignor does hereby grant, sell, convey, transfer, set over, deliver and assign unto Assignee, its successors and assigns, all of Assignor’s legal and equitable rights, privileges, interests, duties and obligations in, to and under the Contract as of the Effective Date.

2. Assumption. Assignee hereby accepts the foregoing assignment of the Contract and hereby assumes and agrees to keep, pay and perform from and after the date hereof all of Assignor’s duties, responsibilities and obligations with respect to the Contract as of the Effective Date.

3. Consent. City hereby consents to the assignment from Assignor to Assignee as outlined in this Assignment and Assumption Consent Agreement.

4. Successors and Assigns. Subject to the foregoing, this Assignment and Assumption Consent Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and legal representatives.

5. Further Assurances. Each of the parties hereto hereby further agrees at any time and from time to time, and without additional consideration, to execute, acknowledge and deliver

to the other any and all such further instruments and assurances, and to perform such further acts, as may reasonably be required by such other party to more fully effectuate the assignment and assumption contemplated hereunder.

6. Entire Agreement. This Assignment and Assumption Consent Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

7. Counterparts. This Assignment and Assumption Consent Agreement may be executed in counterparts, all of which shall be deemed originals and constitute one instrument.

8. Miscellaneous. Assignor shall at any time and from time to time, execute and deliver to Assignee all other and further agreements, assignments, and any other instruments necessary or desirable to vest in Assignee full right, privileges and interest in and to the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Consent Agreement as a sealed instrument as of the day and year first above written.

**ASSIGNOR:**

Eckler Engineering, Inc.

By: *Douglas K. Hammann*  
Douglas K. Hammann, President

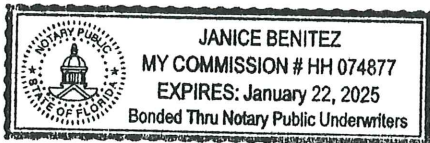
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 12<sup>th</sup> day of December 2022, by Douglas K. Hammann, as President of Eckler Engineering, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification

NOTARY'S SEAL:

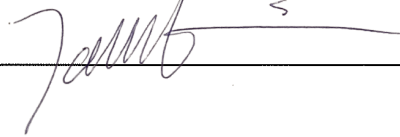
*Janice Benitez*  
NOTARY PUBLIC, STATE OF FLORIDA  
Janice Benitez  
(Name of Acknowledger Typed, Printed or Stamped)

HH074877  
Commission Number



**ASSIGNEE:**

CHA Consulting, Inc.

By: 

Print Name: James B. Stephenson

Its: President

STATE OF NEW YORK

COUNTY OF ALBANY

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 12<sup>th</sup> day of December 2022, by James B. Stephenson as President of CHA Consulting, Inc., a New York corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification

NOTARY'S SEAL:

NIKKI C. DAMES  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02DA6253381  
Qualified in Schenectady County  
My Commission Expires 12-27-2023

  
NOTARY PUBLIC, STATE OF NEW YORK

Nikki C. Dames  
(Name of Acknowledger Typed, Printed or Stamped)

02DA6253381  
Commission Number

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
KERVIN ALFRED , CITY CLERK

(SEAL)

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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

:jrm  
12/8/22  
L:agr/engr/2023-237

**EXHIBIT A**

Asset Purchase Agreement