

ASSIGNMENT OF CONTRACT

WHEREAS, the **City of Fort Lauderdale**, a Florida municipality, ("City"), and **Tindale-Oliver & Associates, Inc.**, a Florida corporation, now acquired ("Assignor"), entered into Contract No. 12370-206 for Traffic and Transportation Engineering and Planning Services, dated January 5, 2021, for an initial two-year term with three (3) additional one-year renewal options (hereinafter, "Contract"); and

WHEREAS, Assignor, having an interest in the Contract, was voluntarily acquired as a corporate entity on December 17, 2021, by corporate merger, pursuant to a Stock Purchase Agreement approved by its shareholders, and Assignor desires to wind up its corporate assets and liabilities, including assignment of its rights, duties, obligations, responsibilities and liabilities under the Contract to Alfred Benesch & Company, an Illinois Corporation, authorized to transact business in the State of Florida ("Assignee"); and

WHEREAS, Section 607.1405(1), Florida Statutes, as amended, provides in part that a dissolved corporation may wind up and liquidate its business and affairs, including collecting its assets and discharging or making provision for discharging its liabilities; and

WHEREAS, Article 12., Section 12.8. of the Contract provides, in part, "Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party... "; and

WHEREAS, the Assignor and Assignee, propose the City consent to an assignment of the Contract to the Assignee.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the written approval of this Assignment of Contract by the City, Assignor does hereby sell, assign, convey, and transfer to Assignee all of Assignor's rights, duties, obligations, responsibilities, and liabilities under the Contract.
3. Subject to the written consent to this Assignment of Contract by the City, Assignee accepts the foregoing assignment, and Assignee assumes and agrees to perform all of Assignor's duties, obligations, responsibilities, and liabilities under the Contract.

IN WITNESS WHEREOF, Assignor and Assignee, by and through their respective authorized representatives, execute this Assignment of Contract as follows:

ASSIGNOR:

WITNESSES:

**TINDALE-OLIVER & ASSOICATES,
INC.**

Print Name:

Steven A. Tindale
President, Director, Secretary and CEO

Print Name:

(Corporate Seal)

STATE OF _____
COUNTY OF _____

The foregoing Assignment of Contracts was acknowledged before me this ____ day of _____, 2022, by Steven A. Tindale as President, Director, Secretary and CEO for Tindale-Oliver & Associates, Inc., a Florida corporation, acquired effective December 17, 2021.

Signature of Notary Public – State of _____

Print, Type or Stamp Commission Name of
Notary Public

Personally Known _____OR Produced Identification _____
Type of Identification Produced _____

ASSIGNEE:

WITNESSES:

ALFRED BENESCH & COMPANY

Signature

Print Name

Kevin Fitzpatrick
President and CEO

Signature

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __day of _____, 2022, by Kevin Fitzpatrick, as President and CEO for Alfred Benesch & Company, an Illinois Corporation, authorized to transact business in the State of Florida.

(Signature of Notary Public – State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____OR Produced Identification _____
Type of Identification Produced _____

The City of Fort Lauderdale, a Florida municipality, by and through its undersigned Mayor and City Manager, does hereby _____ consent _____ does not consent to the foregoing Assignment of Contract.

ATTEST:

CITY OF FORT LAUDERDALE

By: _____
David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
GREG CHAVARRIA
City Manager

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney