

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:

TINDALE-OLIVER & ASSOCIATES, INC.

[Signature]
Kevin Fitzpatrick
President

WITNESSES:

[Signature]
Print Name:

Kelly Batcha
Print Name:

(Corporate Seal)

STATE OF TN
COUNTY OF Davidson

The foregoing Assignment of Contracts was acknowledged before me this 7th day of November, 2022, by Kevin Fitzpatrick as President for Tindale-Oliver & Associates, Inc., a Florida corporation, acquired effective December 17, 2021.



[Signature]
Signature of Notary Public – State of TN

Melanie Draughon
Print, Type or Stamp Commission Name of Notary Public

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

ASSIGNEE:

ALFRED BENESCH & COMPANY

[Signature]
Kevin Fitzpatrick
President and CEO

WITNESSES:

[Signature]
Signature

Kelly Batcha
Print Name

[Signature]
Signature

SAMMIE McCoy
Print Name

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2022, by Kevin Fitzpatrick, as President and CEO for Alfred Benesch & Company, an Illinois Corporation, authorized to transact business in the State of Florida.



Melanie Draughon
(Signature of Notary Public – State of ~~Florida~~ Tennessee)

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

Personally Known X 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 X consent _____ does not consent to the foregoing Assignment of Contract.

ATTEST:

By: David R. Soloman
David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE

By: Dean J. Trantalis
Dean J. Trantalis, Mayor

By: GREG CHAVARRIA
GREG CHAVARRIA
City Manager

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

By: Kimberly Cunningham Mosley
Kimberly Cunningham Mosley
Assistant City Attorney



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 11/16/2022

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DOCUMENT TITLE: ASSIGNMENT OF CONTRACT – TINDALE-OLIVER & ASSOCIATES, INC.

COMM. MTG. DATE: 9/22/2022 CAM #: 22-0775 ITEM #: CP-2 CAM attached: ☒ YES ☐ NO

Routing Origin: Finance Router Name/Ext: F.Davis/x4797 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: K.Nembhard/x5001 # of originals routed: 1 Date to CAO: 11/16/2022

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: _____
Kimberly Cunningham Mosley
Attorney's Name

ISCN
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 11/18/2022

4) City Manager's Office: CMO LOG #: NOV 67 Document received from: 11/18/22

Assigned to: GREG CHAVARRIA ☐

ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☐ CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 1 originals to: F.Davis/x4797

Attach ___ certified Reso # _____ ☐ YES ☒ NO

Original Route form to K.Nembhard/x5009