

CONSENT TO ASSIGNMENT OF CONTRACT

This is a **CONSENT TO ASSIGNMENT OF CONTRACT** for **Stormwater Rate Study**, entered into on March 7, 2017, among:

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida, ("**City**")

and

Burton & Associates, Inc.,
an administratively dissolved Florida corporation, ("**Assignor**")

and

Stantec Consulting Services Inc.,
a New York corporation authorized to transact business in
the State of Florida, ("**Assignee**")

WHEREAS, the City of Fort Lauderdale, ("**City**"), and Burton & Associates, Inc., an administratively dissolved Florida corporation, ("**Assignor**") entered into an agreement for Stormwater Rate Study, Contract No. 455-11533, dated March 17, 2015, ("**Contract**"); and

WHEREAS, Stantec Consulting Services Inc., a New York corporation authorized to transact business in the State of Florida, ("**Assignee**"), has purchased the Burton & Associates, Inc. via a purchase acquisition of same; and

WHEREAS, Assignor wishes to assign their contracts for City Stormwater Rate Study to Assignee;

NOW THEREFORE, In consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Consent to Assignment of Contract.
2. City does hereby consent to an Assignment of the Contract from Assignor to Assignee.
3. Assignor and Assignee acknowledge and agree that the Contract shall control, and Assignee assumes and agrees to perform all of the Assignor's duties, obligations, and responsibilities under the Contract despite any provision which is or may appear to be contrary in the assignment between Assignor and Assignee.
4. By the consent and approval contained in this document, City relies upon the representations of Assignor and Assignee that no other person, natural, corporate or otherwise,

will be adversely affected by the consent and approval contained in this document. In the event of a claim by any such third person that City's Consent to Assignment of Contract adversely affects any such person, Assignee agrees to indemnify and hold harmless City completely from any such claim and shall provide City a complete legal defense for any such claim, at no cost or expense whatsoever to City.

5. The Assignor understands and agrees that its obligations under the Contract continue and do not expire or terminate as a result of this Consent.

[Remainder of page intentionally left blank]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY:

THE CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida

Witness
Print Name:_____

By:_____
Lee R. Feldman, City Manager

Witness
Print Name:_____

ATTEST:

(CORPORATE SEAL)

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM
Cynthia A. Everett, City Attorney

Rhonda Montoya-Hasan, Assistant City Attorney

[Signatures continue on following page]

WITNESSES:

Witness

Print Name: _____

Witness

Print Name: _____

(CORPORATE SEAL)

ASSIGNOR:

BURTON & ASSOCIATES, INC.,
a Florida corporation

By: _____
Michael E. Burton, President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Michael E. Burton, formerly as President of Burton & Associates, Inc., an administratively dissolved Florida corporation.

He is (__) personally known to me or (__) has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Print Name

My Commission expires: _____

Serial No.: _____

(SEAL)

[Signatures continue on following page]

ASSIGNEE:

WITNESSES:

STANTEC CONSULTING SERVICES INC.,
a New York corporation authorized to transact
business in the State of Florida

Witness
Print Name:

By: _____
Name: Robert J. Gomes
Title: President

Witness
Print Name: _____

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robert J. Gomes as President of Stantec Consulting Services Inc., a New York corporation authorized to transact business in the State of Florida.

He (__) is personally known to me or (__) produced _____ as identification.

NOTARY PUBLIC, State of Florida

Print Name
My Commission expires: _____
Serial No.: _____

(SEAL)