

## ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

THIS ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between **TBE Group, Inc.**, d/b/a "**Cardno TBE**", (the "Assignor"), a Florida corporation, **CARDNO, Inc.**, a foreign corporation, (the Assignee") and **FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, Florida, a municipal corporation (the "FPRA").

### RECITALS

WHEREAS, on or about December 2, 2010 the Assignor, entered into a contract with the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce, ("FPRA") wherein the Assignor agreed to perform certain consulting services, (the "Contract") which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS the FPRA consented to the extension of the Contract in a Letter Agreement dated on or about September 5, 2013.

WHEREAS, Assignor wishes to release its interests in the Contract and assign all of its rights, title and interests in the Contract to **CARDNO, Inc.**, (the "Assignee").

WHEREAS, the FPRA and the Assignee wish to document the event of the assignment of the Contract to the Assignee and to amend the Contract to reflect the assignment;

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Assignee is substituted as Contractor in the Contract and agrees to assume all obligations of the Contract.
3. The Contract is not otherwise amended and the FPRA and Assignee acknowledge that the Assignee has assumed the obligations of the Assignor as set forth in the original Contract, except that as provided in paragraph 10 thereof, the written consent to assignment will not discharge the Assignor "from any duty or responsibility under this Agreement [the Contract]."
4. Any notice required to be delivered to Assignee pursuant to Section 36 of the Contract shall be delivered at the following address or at such other address and/or to such other individual a party may identify in writing to the other party:

FOR THE ASSIGNEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.


**FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation

**ATTEST**

\_\_\_\_\_  
Linda Cox, Agency Secretary

By: \_\_\_\_\_  
Linda Hudson, Chair

APPROVED AS TO FORM AND CORRECTNESS

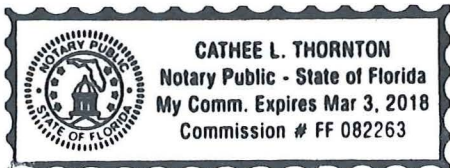
  
\_\_\_\_\_  
Robert V. Schwerer, City Attorney


**TBE GROUP, INC.**, D/B/A "CARDNO TBE", as ASSIGNOR

By:   
Patrick Beyer, President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of August ~~July~~ 2014 by **Patrick Beyer**, as President of **TBE Group, Inc.**, d/b/a "CARDNO TBE" who is personally known to me or who has produced n/a as identification.



  
\_\_\_\_\_  
Notary Public State of Florida  
Print name: CATHEE L. THORNTON  
Commission expires: MARCH 3, 2018



CARDNO, INC., as

ASSIGNEE 45-266 3666  
Federal ID # \_\_\_\_\_

By: [Signature]  
Paul Gardiner, President

STATE OF Oregon  
COUNTY OF Witmanah

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August 2014 by Paul Gardiner, as President of **Cardno, Inc.** who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public State of ~~Florida~~ Oregon  
Print name: Courtney Jacobs  
Commission expires: January 6, 2017

# CITY OF FORT PIERCE *Florida*



OFFICE OF THE CITY MANAGER  
CITY HALL, 100 NORTH U.S. 1  
P.O. BOX 1480  
FORT PIERCE, FLORIDA 34954-1480

TEL (772) 467-3793  
FAX (772) 489-8042  
[www.cityoffortpierce.com](http://www.cityoffortpierce.com)

July 21, 2014

Patrick Beyer, President  
Cardno TBE  
380 Park Place Blvd., Suite 300  
Clearwater, FL 33759

Re: Cardno TBE - Consent to Assignment of Contract

Dear Mr. Beyer:

Attached is an Acknowledgment and Consent to Assignment between the City of Fort Pierce and Cardno TBE for your review and execution. Please return the executed Assignment to me at your earliest convenience.

If you have any questions or need additional information, please do not hesitate to contact me by phone at 772-467-3793 or by email at [nmimms@city-ftpierce.com](mailto:nmimms@city-ftpierce.com).

Sincerely,

Nick Mimms, P.E.  
Deputy City Manager

NM:jdr

Attachment

c: Robert V. Schwerer, City Attorney