

CONSENT TO ASSIGNMENT OF GRANT AGREEMENT

This Consent to Assignment of Grant Agreement (“Consent”), is made as of the date of execution of this Consent (“Effective Date”), by the Florida Department of Environmental Protection (“Department” or “DEP”), in favor of the City of Fort Pierce, a Florida municipal corporation (“Grantee” or “Assignor”), and the Fort Pierce Utilities Authority a separate and autonomous unit of the City of Fort Pierce’s Government (“Assignee”) for the City of Fort Pierce Wastewater Resilience and Adaptation - Phase II (“Project”), to the extent the Project is funded by DEP’s Resilient Florida Grant Program.

WHEREAS, DEP has a Grant Agreement, No. 25SRP28 (“Grant Agreement”), with Grantee/Assignor for the purpose of completing the Project; and

WHEREAS, the Assignee is operating as a separate and autonomous unit of the City of Fort Pierce’s Government created by the citizens of Fort Pierce via referendum vote for the purposes of providing customers with economical, reliable, and friendly services in a continuous effort to enhance the quality of life in their community; and

WHEREAS, Assignee will perform and complete the work and services required in the Grant Agreement for the Project; and

WHEREAS, Section 38 (“Assignment”) in Attachment 1 (“Standard Terms and Conditions Applicable to Grant Agreements”) to the Grant Agreement provides in part that, “[t]he Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless the Department expressly waives such secondary liability”; and

WHEREAS, as required by the Grant Agreement, DEP hereby consents and does not object to the assignment of the rights, duties and obligations under the Grant Agreement to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEP hereby agrees in favor of Assignor and Assignee as follows:

1. As of the Effective Date, DEP hereby consents to and approves the assignment of performance of all rights, duties and obligations under the Grant Agreement from Assignor to Assignee; and
2. Upon Assignee’s assumption of the assigned Grant Agreement pursuant to this Consent, as of the Effective Date, DEP hereby acknowledges and agrees that Assignee shall be responsible for Assignor’s rights, duties and obligations and full performance of the Project tasks as listed in the Grant Agreement. However, as Grantee to Grant Agreement No. 25SRP28, Assignor will retain secondary liability for Assignee’s performance. By executing this Consent, Assignee hereby agrees to and assumes all rights, duties and obligations and full performance of the Project pursuant to the Grant Agreement.
3. By executing this Consent, Assignee hereby agrees to and assumes all rights, duties, and obligations and full performance of the Project pursuant to the Grant’s Agreement No. 25SRP28.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Consent shall be effective on the Effective Date indicated above or the last date signed below, whichever is later.

City of Fort Pierce:

Grantee or Assignor:

Linda Hudson, Mayor

Date Signed

Attest: _____
Linda Cox, City Clerk

**Approved as to Form and Legal Sufficiency
for the Use and Benefit of City of Fort Pierce only:**

Grantee's Attorney

Fort Pierce Utilities Authority:

Assignee:

Frank Fee, Chair

Date Signed

Attest: _____
Barbara Bennett, Board Secretary

**Approved as to Form and Legal Sufficiency
for the Use and Benefit of Fort Pierce Utilities Authority only:**

Assignee's Attorney

State of Florida Department of Environmental Protection DEP or Department:

**Alex Reed, Director, Office of Resilience
and Coastal Protection**

Date Signed