

ASSIGNMENT AND ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AND CONSENT AGREEMENT (hereinafter "Assignment") is made and by and between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as ("County") and, **AE ENGINEERING, INC.**, a Florida Corporation, whose address is 219 N. Newnan Street, Suite 400, Jacksonville, Florida, hereinafter referred to as ("Assignor") and **WSB LLC**, a Minnesota based limited liability company whose address is 701 Xenia Ave. S, Suite 300, Minneapolis, MN 55416 ("Assignee").

WITNESSETH:

WHEREAS, the County entered into a Contract with Assignor, dated March 27, 2023, for Continuing Services of Professional Construction Engineering Inspection Services; and

WHEREAS, pursuant to this Assignment, Assignor has agreed to assign and deliver to Assignee and Assignee has agreed to accept and assume from Assignor, all rights, claims, interests, and obligations under the Contract for Continuing Services of Professional Construction Engineering Inspection Services; and

WHEREAS, County has agreed and consented to the assignment of the Contract according to the terms and conditions set forth herein by its execution of this Assignment.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Contract to be Assigned and Effective Date. The Contract to be assigned is the "Contract for Continuing Services of Professional Construction Engineering Inspection Services for Nassau County, Florida" dated March 27, 2023, together with Work Authorization

CM3335-WA01 (the Contract and the Work Authorization together form the "Contract"). Assignor hereby conveys, transfers and assigns Assignor's rights and obligations in, to, and under the Contract to Assignee, as of the date of the last signature of the parties hereto (hereinafter the "Effective Date"), and Assignee hereby assumes all of Assignor's rights and obligations, in, to and under the Contract with County, subject to the County's permission.

Section 2. Assignee's Acceptance and Assumption. Assignee hereby accepts the assignment to it of Assignor's rights and obligations in, to, and under the Contract and hereby expressly assumes the performance of each of the terms, conditions, covenants, warranties, guarantees, obligations, liabilities and duties of the Assignor under the Contract, effective as of and beginning on, the Effective Date (and not the result of a violation, breach, or failure to perform occurring prior to the Effective Date of this Assignment) and Assignee hereby assumes and agrees to pay all debts, obligations, and liabilities of Assignor under the Contract that accrue on or after the Effective Date of this Assignment (and not the result of a violation, breach, or failure to perform occurring prior to the Effective Date of this Assignment).

Section 3. No Waiver or Release. Notwithstanding any other clause or provision in this Assignment, this Assignment is not intended to act as a release, waiver or relinquishment of any claims, demands, warranties, damages, causes of action or rights of County relating to Assignor and all such rights are reserved by County and shall remain notwithstanding this Assignment, to the extent they arise from or are related to the terms, conditions, covenants, obligations, liabilities and duties of Assignor existing prior to the Effective Date of this Assignment.

Section 4. Payment for Work in Process and Completed Work. Assignor is conveying, transferring and assigning all rights to payment for work and services performed under the Contract to Assignee as of the Effective Date. In order to transition work in process payments,

each invoice, payment certification and requisition, or other request for payment due, received by County before the Effective Date, regardless of the dates of services or work performed, will be processed by County and if approved, paid to Assignor. Each invoice, payment certification and requisition, or other request for payment received by County on or after the Effective Date, regardless of the dates of service or work performed, shall be processed by County and if approved, shall be paid to Assignee.

Section 5. Acknowledgement. By signing below, the County agrees, subject to the terms of this Assignment, to Assignor's assignment of all of its rights and obligations under the Contract beginning on the Effective Date. By signing below, the County acknowledges the assignment and transfer will not constitute a breach or default of the Contract by Assignor. The County acknowledges that Assignor and Assignee are relying on this consent in connection with this Assignment. Assignor acknowledges its continuing responsibilities as set forth in this Assignment.

Section 6. Notices. Beginning on the Effective Date, any and all notices required under the Contract and all payments to be paid under the Contract will be delivered to Assignee, at:

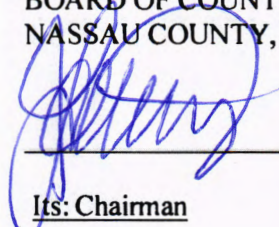
WSB LLC
219 North Newnan Street, 4th Floor
Jacksonville, FL 32202

Section 7. Consent. The County's consent is effective when this Assignment has been executed by all parties and approved by the Board of County Commissioners.

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IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption of Agreement as of the date first above written.


BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




Its: Chairman

WITNESSES:

ASSIGNOR: AE ENGINEERING, INC.



Printed Name of Witness:
Rod Myrick




Its: SVP

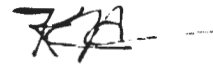
Printed Name of Witness:

WITNESSES:

ASSIGNEE: WSB LLC



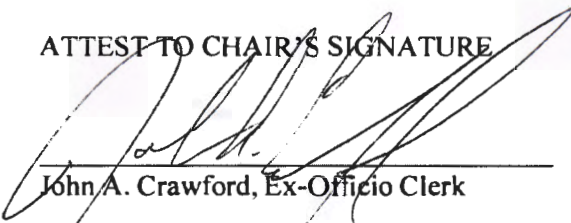
Printed Name of Witness:
Trevett Cullers



Its: General Counsel

Printed Name of Witness:

ATTEST TO CHAIR'S SIGNATURE



John A. Crawford, Ex-Officio Clerk

Approved as to form by County Attorney



Denise C. May, County Attorney

Date: 7/8/2024

Date: 6/11/2024