



**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$ 0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$ 0 *				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes  X  No \_\_\_\_\_  
 Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:

\*Fiscal impact cannot be determined at this time. Individual Task Assignments requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

C. Departmental Fiscal Review: \_\_\_\_\_ *W 9-20-16*

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

*Lisa Ponce 9/21/16*  
 OFMB *9/21/16* *9/20*

*Dr. J. Jacobson 9/27/16*  
 Contract Administrator *9/27/16* *TR*

B. Legal Sufficiency:

*All C/A 9/29/16*  
 Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
 Department Director

## ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT

**THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT** (the "Assignment") is made and entered into this 27<sup>th</sup> day of September, 2016, by and between Dunkelberger Engineering and Testing, Inc., a Florida corporation ("**Assignor**"), Terracon Consultants, Inc., a Delaware corporation ("**Assignee**") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "**County**").

**WHEREAS**, pursuant to this Assignment, Assignor has agreed to assign and deliver to Assignee and Assignee has agreed to accept and assume from Assignor, the "Contract", as hereinafter defined, including all rights, claims, interests, and obligations with respect thereto; and

**WHEREAS**, the 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 foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Contract.** The agreement to be assigned is the Contract for Environmental Assessment Services on a Continuing Contract Basis (R2015-1254) together with Consultant Services Authorizations ("CSA") No(s). 1, 2, 3 and 4, and Supplement 1's to CSA's 2, 3 and 4, issued pursuant thereto (the contract and the CSA's together form the "Contract").

**Section 2. Assignment and Effective Date.** Assignor hereby conveys, transfers and assigns its rights, title and interest in, to, and under the Contract to Assignee, as of September 27, 2016 (hereinafter the "Effective Date"), including all of Assignor's rights and obligations, 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 3. Assignee's Acceptance and Assumption.** Assignee hereby accepts the assignment to it of Assignor's rights, title and interest in, to, and under the Contract and hereby expressly assumes the performance of each of the terms, conditions, covenants, 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 4. 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 5. 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 services or 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 6. Hold Harmless and Indemnity.** In the event County is made a party to an action between Assignee and Assignor, or involving any third party, arising out of this Assignment, the Assignee and the Assignor shall each agree to indemnify, defend and hold County, its elected officials, employees and agents, harmless from and against any such claim, demand, cause of action, economic losses, damages, and costs and expenses (including reasonable legal fees and costs of investigation) that arise from, out of, or as a result of, this Assignment.

**Section 7. Appointment.** Assignor hereby irrevocably appoints Assignee, its successors and assigns, as the attorney and agent of Assignor, in Assignor's name and stead, to enforce the provisions of the Contract beginning on the Effective Date.

**Section 8. 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 Section 3 of this Assignment.

**Section 9. 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 Terracon Consultants, Inc., Attn: Michael Yost, 18001 W. 106th St. Ste. 300, Olathe, KS 66061, (913) 577-0354.

**Section 10. Consent.** The County's consent is effective when this Assignment has been executed by all parties and approved by the Board of County Commissioners.

**Section 11. Authority.** The undersigned signatory for Assignor does hereby attest and affirm that he has the current lawful authority to execute this Assignment on behalf of the Assignor and that the assignment is not made with intent to hinder or defraud creditors, or interfere with lawful rights of other persons or entities, or for any other unlawful purpose.

**Section 12. Ratification.** Except as expressly modified herein, the Contract is hereby ratified, confirmed and remains in full force and effect.

**Section 13. Governing Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day first above written.

**ATTEST:**  
**SHARON R. BOCK, CLERK &**  
**COMPTROLLER**

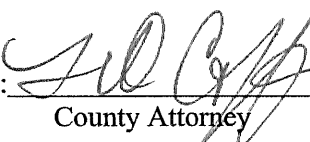
**PALM BEACH COUNTY BOARD, FLORIDA**  
**Political Subdivision of the State of Florida**  
**BOARD OF COUNTY COMMISSIONERS**

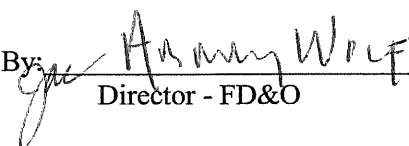
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

By:  \_\_\_\_\_  
County Attorney

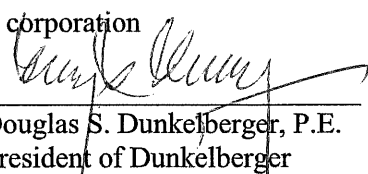
By:  \_\_\_\_\_  
Director - FD&O


**DUNKELBERGER ENGINEERING**  
**AND TESTING, INC.**

**TERRACON CONSULTANTS, INC.**

A Florida corporation

A Delaware Corporation

By:  \_\_\_\_\_  
Name: Douglas S. Dunkelberger, P.E.  
Title: President of Dunkelberger

By:  \_\_\_\_\_  
Name: Richard A. Minichiello  
Title: Vice President, Regional Manager



**CERTIFICATE OF AUTHORITY**

Please be advised that Richard A. Minichiello is a Regional Manager and the Office Manager for the Fort Lauderdale Office of Terracon Consultants, Inc. Mr. Minichiello is authorized to execute contracts and documents on behalf of Terracon Consultants, Inc.

Michael J. Yost  
Corporate Secretary

9-6-16

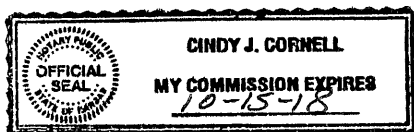
Date

**ACKNOWLEDGEMENT**

State of Kansas        )  
                                  ) ss.  
County of Johnson    )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came Michael J. Yost, who is the Corporate Secretary of Terracon Consultants, Inc., a corporation authorized to do business in the state of Florida, and know to be the said officer of said corporation, and the same identical person who signed the foregoing Certificate of Authority as said officer, and did acknowledge his signing of this Agreement to be his duly authorized act and deed as such officer of said corporation.

Subscribed and sworn to before me this 6<sup>th</sup> day of September, 2016.



Simple View

**Summary of Certificates**

**This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient. Click on the Insured Name to update contact information.**

Thursday, August 18, 2016

Images

Contracts

Insured: Terracon Consultants, Inc.

Insured ID: TERRCON-PBC

Status: Compliant

ITS Account Number: PLC2195

Project(s): Palm Beach County - Capital Improvements

Insurance Policy	Required	Provided	Override
<b><u>General Liability</u></b>			
Expiration: 1/1/2017			
General Aggregate:	\$500,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$2,000,000	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<b><u>Automobile Liability</u></b>		Any Auto	
Expiration: 1/1/2017			
	All Owned Autos	not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$2,000,000	
<b><u>Workers Compensation/Employers</u></b>			

**Liability**

**Expiration: 1/1/2017**

<b>Each Accident:</b>	<b>\$100,000</b>	<b>\$1,000,000</b>
<b>Disease - Policy Limit:</b>	<b>\$500,000</b>	<b>\$1,000,000</b>
<b>Disease - Each Employee:</b>	<b>\$100,000</b>	<b>\$1,000,000</b>

**Notifications**

**There were no deficiency letters issued.**

**Do you have an updated Certificate? Click the button below to submit a Certificate.**

Certificate Submittal



DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF KANSAS  
COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, this day personally appeared Michael J. Yost, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as: the General Counsel of Terracon Consultants, Inc..  
*[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].* The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 18001 W. 106<sup>th</sup> Street, Suite 300, Olathe, KS 66061

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3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Attachment #

2

## EXHIBIT "A"

### DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

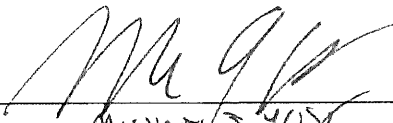
**Name**

**Address**

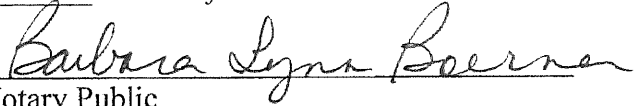
**Terracon Consultants, Inc is 100% owned by TSVC, Inc., which is 100% owned by TT Companies, Inc. All corporations share the same address of 18001 W. 106<sup>th</sup> Street, Olathe, KS 66061. With regard to TT Companies, Inc., no individual has a 5% or more ownership interest although there is an ESOP which owns a 40% share of the company.**

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

*FURTHER AFFIANT SAYETH NAUGHT.*

  
MICHAEL J. YOST, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of August, 2016,  
by Michael J. Yost,  who is personally known to me or  who has  
produced \_\_\_\_\_ as identification and who did take an oath.

  
Notary Public  
Barbara Lynn Boerner  
(Print Notary Name)  
State of Kansas at Large  
My Commission Expires: 2-11-17

**BARBARA LYNN BOERNER**  
Notary Public-State of Kansas  
My Appt. Expires 2-11-17