Agenda Item #: 3H-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 1, 2026 **[X] Consent [ ] Regular**
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

A) An Assignment, Assumption, and Consent Agreement (Assignment Agreement) Agreement to assign the continuing Consultant Services/Design Professional Contract dated August 23, 2022 (R2022-0842), and all Consultant Service Agreement numbers 1, 3, 7, and 9 issued under the contract for Planning and Development Evaluation Services, from 2GHO, Inc. Landscape Architects, Planners, Environmental Consultants (2GHO), to Gentile & Co Inc.; and

B) An Assignment Agreement to assign the Consulting Services/Design Professional Contract dated July 10, 2018 (R2018-1004) and Consultant Service Agreement numbers 1 through 15 for consulting and design services for Project number 17218, Lake Lytal Aquatic Complex, from Harvard Jolly Inc., to PBK Architects Florida, Inc.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. On October 31, 2024, as authorized by Resolution R2024-1308, the County Administrator delegated authority to the Facilities Development and Operations Department (FDO) Director to approve standard Assignment Agreements. The FDO Director approved the attached standard Assignment Agreements. On June 1, 2026, 2GHO assigned its rights and obligations under its contract to Gentile & Co Inc.; and on August 1, 2026, Harvard Jolly Inc. assigned its rights and obligations under its contract to PBK Architects Florida, Inc. The attached executed Assignment Agreements are now being submitted to the Board of County Commissioners as receive and file agenda items. There is no fiscal impact associated with this item. **Countywide (MWJ)**

Background and Justification: Resolution R2024-1308 allows the County Administrator or designee to execute Assignment Agreements to transfer professional service or construction contracts when a firm changes its name, merges, is acquired, or undergoes other changes affecting its legal identity. This delegation is designed to streamline the process, ensuring continuity of contracted services and timely processing of invoices under the successor entity. Since the services under these agreements remain necessary for the completion of the associated projects, the County's consent to the assignment ensures uninterrupted continuation of services.

Attachments:
1. Disclosure of Ownership Interest Forms for Items A and B
2. Conflict of Interest Forms for items A and B
3. Assignment Agreement for 2GHO, Inc. and Gentile & Co Inc.
4. Assignment Agreement for Harvard Jolly, Inc. and PBK Architects Florida, Inc.

Recommended By: MTB _____ 10.29.2026
Department Director **Date**

Approved By: _____ 11/8/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	0.00*	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No X
Is this item using Federal Funds: Yes _____ No X
Is this item using State Funds: Yes _____ No X

Budget Account No:

Fund 3700	Dept 441	Unit F085	Object 6505	- $396.33 CSA 1- 2GHO
Fund 3700	Dept 441	Unit F173	Object 6502/6505	- $48,835. CSA- 3 2GHO
Fund 3807	Dept 411	Unit B723	Object 4907	- $35,044.35 CSA 7 - 2GHO
Fund 1300	Dept 440	Unit 4214	Object 4610	- $7,525 CSA 9 - 2GHO
Fund 3950	Dept 581	Unit T001	Object 6505	- $1,843,469.75 Harvard Jolly

B. Recommended Sources of Funds/Summary of Fiscal Impact:
* There is no fiscal impact associated with this item. CSA's 7, 1, 9, & 3 for 2GHO as well as the Harvard Jolly Contract for Lake Lytal are encumbered. 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: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

11/2/26
OFMB DA 11/02

11/3/26
Contract Development and Control

B. Legal Sufficiency:

11/3/26
Chief Assistant County Attorney

C. Other Department Review:

_____
Department Director

This summary is not to be used as a basis for payment.

Attachment 1-A

DISCLOSURE OF OWNERSHIP INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared George G Gentile, by means of X physical presence OR _____ online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[ ] an individual ***or***
[X] the Vice President of Gentile & Co 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: 1907 Commerce Lane, Suite 101
Jupiter Fl. 33458

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.

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.

George G. Gentile, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of X physical presence OR _____ online notarization this 13th day of July, 2026, by George G Gentile, [X] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

KELLI JO THOMASSON
MY COMMISSION # HH 764394
EXPIRES: February 26, 2030

Notary Public
Kelli Jo Thomasson
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

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
Aleem Mawji	1907 Commerce Lane Suite 101 Jupiter FL 33458

DISCLOSURE OF OWNERSHIP INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this ✓ day appeared RENE' TERCILLA, by means of ✓ physical presence OR _____ online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[ ] an individual ***or***
[✓] the PARTNER of PBK.
[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: 2047 VISTA PARKWAY
SUITE 100
WEST PALM BEACH, FL 33411.

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.

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.

RENE TERCILLA, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of ✓ physical presence OR _____ online notarization this 17th day of JULY, 2026 by RENE TERCILLA. [✓ who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

SUSAN MALUSKY
MY COMMISSION # HH 422607
EXPIRES: August 11, 2027

Notary Public
SUSAN MALUSKY
(Print Notary Name)
State of Florida at Large
My Commission Expires: 8-11-27

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
PBK ARCHITECTS INC.	11 GREENWAY PL 22ND FL HOUSTO, TX 77046

Attachment 2-A

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Consultant and any subconsultants)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

None

(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) George G. Gentile, as (Title/Position:) Vice President (Name of Firm:) Gentile & Co., Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

July 13, 2026
Date

Attachment 2-B

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Consultant and any subconsultants)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

N/A

(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) RENE TERCILA, as (Title/Position:) PARTNER of (Name of Firm:) PBK ARCHITECTS FLA who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

7.17.26

Date

Attachment # 3

ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY
AND 2GHO, INC. LANDSCAPE ARCHITECTS, PLANNERS, ENVIRONMENTAL CONSULTANTS
AND GENTILE & CO INC.
FOR CONSULTING SERVICES/DESIGN PROFESSIONAL ON CONTINUING CONTRACT BASIS FOR PLANNING AND DEVELOPMENT EVALUATION SERVICES; PROJECT #2022-029009 AND CONSULTANT SERVICE AGREEMENTS (CSA) NO 1, 3, 7 & 9

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of July 17, 2026 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); 2GHO, Inc. Landscape Architects, Planners, Environmental Consultants , a Florida Corporation (ASSIGNOR) whose Federal ID is 65-0033418; and Gentile & Co Inc., a Florida Corporation (ASSIGNEE) whose Federal ID is 33-4845634 (individually Party and collectively Parties).

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, as defined below, 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 contract to be assigned is the annual contract with County for Consulting Services/Design Professional on a Continuing Contract Basis for Planning and Development Evaluation Services dated August 23, 2022, number R2022-0842 and CSAs

Section 2 - Assignment Date - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACT to ASSIGNEE, as of June 1, 2026 (Assignment 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 the 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, obligations 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 Assignment Date and ASSIGNEE hereby assumes and agrees to pay all debts, obligations, and liabilities of ASSIGNOR under the CONTRACT that accrue before, on or after the Assignment Date of this ASSIGNMENT. ASSIGNEE shall assume all responsibility for any warranty or guarantee under the CONTRACT which assumption shall include the guarantee or warranty of the performance of the CONTRACT in full, regardless of the date ASSIGNEE began performance.

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 the COUNTY relating to ASSIGNOR and all such rights are reserved by the 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 Assignment 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 Assignment Date. In order to transition work in process payments, each invoice, payment certification and requisition, or other request for payment due, received by the COUNTY before the Assignment Date, regardless of the dates of services or work performed, will be processed by the COUNTY and if approved, paid to ASSIGNOR. Each invoice, payment certification and requisition, or other request for payment received by the COUNTY on or after the Assignment Date, regardless of the dates of service or work performed, shall be processed by the COUNTY and if approved, shall be paid to ASSIGNEE.

Section 6 - Hold Harmless and Indemnity - In the event the 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 the 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 Assignment 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 Assignment Date. 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 9 - Notices - Beginning on the Assignment Date, any and all notices required under the CONTRACTS and all payments to be paid under the CONTRACT will be delivered to ASSIGNEE, at:

George Gentile
Vice-President
1907 Commerce Lane
Jupiter, FL 33458
Phone: 561-718-4320

Section10 – Effective Date - This ASSIGNMENT is effective on the date executed by the County (Effective Date).

Section 11 - Authority - The undersigned signatory for ASSIGNOR does hereby attest and affirm that the signatory 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.

Section 14 - Counterparts - This ASSIGNMENT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and

the same ASSIGNMENT. The COUNTY may execute the ASSIGNMENT through electronic or manual means. ASSIGNOR and ASSIGNEE shall execute by manual means only, unless the COUNTY provides otherwise.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this ASSIGNMENT on behalf of the COUNTY, and ASSIGNOR and ASSIGNEE have hereunto set their respective hands the day and year above written.

ASSIGNOR: 2GHO, INC. LANDSCAPE ARCHITECTS, PLANNERS, ENVIRONMENTAL CONSULTANTS

Print name: Emily M. O'Mahoney

Title: President

(Corp. Seal)

ATTEST WITNESS:

Signature

Pat Lentini

Name (type or print)

ASSIGNEE: GENTILE & CO INC.

Print name: George G. Gentile

Title: Vice President

(Corp. Seal)

ATTEST WITNESS:

Signature

Kelli Jo Thomasson

Name (type or print)

{SIGNATURE PAGES CONTINUED}

COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

APPROVED AS TO TERMS
AND CONDITIONS

By: Mark Broderick Digitally signed by Mark Broderick DC=org, DC=pbcgov, OU=Enterprise, OU=Users, CN=Mark Broderick, E=MBroderick@pbc.gov Reason: I am the author of this document Date: 2026.07.14 16:07:58-04'00' Foxit PDF Editor Version: 12.1.0

Mark Broderick
Director, FDO Business Operations

By: Jennifer Ferriol Digitally signed by Jennifer Ferriol DC=org, DC=pbcgov, OU=Enterprise, OU=FDO Users, CN=Jennifer Ferriol, E=JFerriol@pbc.gov Reason: I am the author of this document Location: Date: 2026.07.17 16:59:03-04'00' Foxit PDF Reader Version: 12.1.0

Jennifer Ferriol, Director
Facilities Development & Operations

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Michael W. Jones Digitally signed by Michael W. Jones Date: 2026.07.15 11:30:10 -04'00'

Michael Jones
Chief Assistant County Attorney

Attachment # 4

ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY
AND HARVARD JOLLY INC.
AND PBK ARCHITECTS FLORIDA, INC
FOR CONSULTING SERVICES/DESIGN PROFESSIONAL CONTRACT; PROJECT #17218 LAKE LYTAL AQUATIC COMPLEX AND CONSULTANT SERVICE AGREEMENTS (CSA) No. 1 THROUGH 15

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of July 30, 2026 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); Harvard Jolly Inc., a Florida Corporation (ASSIGNOR) whose Federal ID is 59-1430579; and PBK Architects Florida, Inc., a Florida limited liability company (ASSIGNEE) whose Federal ID is 59-1430579 (individually Party and collectively Parties).

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, as defined below, 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 contract to be assigned is the contract for consulting/design professional dated July 10, 2018, number R2018-1004 and CSAs number 1 through 15 issued under this contract between the COUNTY and the ASSIGNOR (collectively, CONTRACT).

Section 2 - Assignment Date - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACT to ASSIGNEE, as of August 1, 2026 (Assignment 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 the 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, obligations 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 Assignment Date and ASSIGNEE hereby assumes and agrees to pay all debts, obligations, and liabilities of ASSIGNOR under the CONTRACT that accrue before, on or after the Assignment Date of this ASSIGNMENT. ASSIGNEE shall assume all responsibility for any warranty or guarantee under the CONTRACT which assumption shall include the guarantee or warranty of the performance of the CONTRACT in full, regardless of the date ASSIGNEE began performance.

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 the COUNTY relating to ASSIGNOR and all such rights are reserved by the 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 Assignment 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 Assignment Date. In order to transition work in process payments, each invoice, payment certification and requisition, or other request for payment due, received by the COUNTY before the Assignment Date, regardless of the dates of services or work performed, will be processed by the COUNTY and if approved, paid to ASSIGNOR. Each invoice, payment certification and requisition, or other request for payment received by the COUNTY on or after the Assignment Date, regardless of the dates of service or work performed, shall be processed by the COUNTY and if approved, shall be paid to ASSIGNEE.

Section 6 - Hold Harmless and Indemnity - In the event the 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 the 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 Assignment 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 Assignment Date. 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 9 - Notices - Beginning on the Assignment Date, any and all notices required under the CONTRACTS and all payments to be paid under the CONTRACTS will be delivered to ASSIGNEE, at:

Rene Tercilla, AIA
PBK Architects Florida, Inc.
2047 Vista Parkway, Suite 100
West Palm Beach, FL 33411
Phone: 561-478-4457

Section10 – Effective Date - This ASSIGNMENT is effective on the date executed by the County (Effective Date).

Section 11 - Authority - The undersigned signatory for ASSIGNOR does hereby attest and affirm that the signatory 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 CONTRACTS are 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.

Section 14 - Counterparts - This ASSIGNMENT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ASSIGNMENT. The COUNTY may execute the ASSIGNMENT through electronic or manual means. ASSIGNOR and ASSIGNEE shall execute by manual means only, unless the COUNTY provides otherwise.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this ASSIGNMENT on behalf of the COUNTY, and ASSIGNOR and ASSIGNEE have hereunto set their respective hands the day and year above written.

ASSIGNOR: HARVARD JOLLY INC.

RENE TERCILA

Print name:

Title: ~~President~~ SECRETARY

(Corp. Seal)

ATTEST WITNESS:

Signature

Ezequiel Romero Landin

Name (type or print)

ASSIGNEE: PBK ARCHITECTS FLORIDA, INC.

RENE TERCILA

Print name:

Title: ~~President~~ PARTNER

(Corp. Seal)

ATTEST WITNESS:

Signature

Ezequiel Romero Landin

Name (type or print)

{SIGNATURE PAGES CONTINUED}

COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By: Jennifer Ferriol
Digitally signed by Jennifer Ferriol
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Jennifer Ferriol, Director
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Michael Jones
Chief Assistant County Attorney