

RESOLUTION 2023-029

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSIGNING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS AS A RESULT OF ITS ACQUISITION OF SEPI ENGINEERING & CONSTRUCTION, INC. OR TO SUCH OTHER LEGAL ENTITY EMPLOYING JEFF KATIMS; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 8, 2001, the Town Council authorized the issuance of a Request for Proposals (RFP) for Planning, Zoning and Land Use Services; and

WHEREAS, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc.; and

WHEREAS, on July 13, 2020, The Mellgren Planning Group Inc. sold its assets to SEPI Engineering & Construction, Inc., a North Carolina professional corporation; and

WHEREAS, on August 13, 2020, pursuant to Resolution 2020-049, the Town Council transferred the Town's planning, zoning, and land use services to SEPI Engineering & Construction, Inc.; and

WHEREAS, SEPI Engineering & Construction, Inc. assists the Town, on an hourly basis, to provide planning, zoning, and land use services, as necessary, and at the discretion of the Town; and

WHEREAS, SEPI Engineering & Construction, Inc., processes all land use and zoning public hearing items, as well as special projects for the Town; and

WHEREAS, on April 28, 2022, pursuant to Resolution 2022-058, the Town approved the first amendment to the agreement with SEPI Engineering & Construction, Inc. increasing the hourly rates and extending the term of the agreement; and

WHEREAS, this Agreement is set to expire on April 28, 2025; and

WHEREAS, on September 20, 2022, SEPI Engineering & Construction, Inc. sold substantially all its assets to TranSystems Corporation Consultants; and

WHEREAS, pursuant to this Resolution, the Town agrees to assign its agreement with SEPI Engineering & Construction, Inc. to TranSystems Corporation d/b/a TranSystems Corporation Consultants or to such other legal entity employing Jeff Katims;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town Council hereby approves the assignment of its planning, zoning and land use services from SEPI Engineering & Construction, Inc., to TranSystems Corporation d/b/a TranSystems Corporation Consultants or to such other legal entity employing Jeff Katims.

Section 3. The Town Council hereby authorizes the Mayor, the Town Administrator and the Town Attorney to execute an assignment, if necessary.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 26th day of January 2023 on a motion by

Jim Jablonski and seconded by Jim Kuczynski.

Breitkreuz	<u>Yes</u>
Allbritton	<u>Yes</u>
Hartmann	<u>Yes</u>
Jablonski	<u>Yes</u>
Kuczynski	<u>Yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



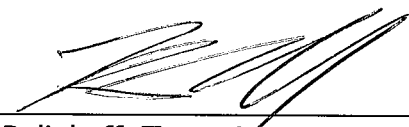
Steve Breitkreuz, Mayor

Attest:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, Town Attorney
1001.197.01

**ASSIGNMENT AND ASSUMPTION AGREEMENT WITH
NOVATION**



ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION

This Assignment and Assumption Agreement with Novation ("Agreement"), dated as of December 8, 2022 (the "Effective Date"), is entered into by and between SEPI Engineering & Construction, Inc., a North Carolina corporation ("Assignor"), Town of Southwest Ranches ("Client"), and TranSystems Corporation d/b/a TranSystems Corporation Consultants, a Missouri corporation, authorized to transact business in Florida ("Assignee"). Assignee's offices are located at 2400 Pershing Rd, Ste 400, Kansas City, MO 64108. Assignor, Assignee, and Client are individually referred to herein as "Party" or collectively as "Parties."

WHEREAS, Assignor and Assignee entered into a transaction effective September 20, 2022, whereby Assignee purchased Assignor ("Transaction"); and

WHEREAS, Assignor desires to assign to Assignee all of its rights and to delegate to Assignee all of its obligations under various service agreements as described on **Exhibit I** attached hereto (the "Contracts"); and

WHEREAS, the Assignor will cease to be a party to the Contracts and Assignee will become a party to the Contracts, on the same terms and conditions prior to the closing of the Transaction. Client will not see any change in the services provided as a result of the Transaction. There will be no changes in the project management team, project accounting, or project staff providing services under existing contracts as a result of the Transaction; and

WHEREAS, the Client desires to release Assignor from its obligations under the Contracts and substitute Assignee as a party to the Contracts in Assignor's place who will inherit all obligations and liabilities under the Contracts; and

WHEREAS, Assignee desires to accept such assignment of rights and delegation of obligations under the Contracts.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, Assignee, and Client agree as follows:

1. Assignment and Assumption.

1.1 Assignment. Assignor irrevocably assigns and transfers to Assignee all of Assignor's duties, rights, title, and interest in and to the Contracts.

1.2 Assumption. Assignee unconditionally accepts the assignment and transfer of Contracts and hereby totally assumes all of Assignor's rights, title interest, duties, obligations, and liabilities thereunder.

1.3 Payment. All monies due under the Contracts with respect to the services performed prior and after the Effective Date shall be paid to Assignee.

1.4 Management. All internal company management teams, project accounting, and project staff providing services to Client will not be affected by this Agreement. If such staffing is changed, the Contracts may be terminated immediately for cause.

1.5 Consent. Client hereby consents to the Transaction.

2. Novation. The parties intend that this Agreement is a novation and that the Assignee be substituted for the Assignor. Client recognizes Assignee as Assignor's successor-in-interest in and to the Contracts. Assignee by this Agreement becomes entitled to all right, title and interest of Assignor in and to the Contracts in as much as Assignee is the substituted party to the Contracts as of and after the Effective Date. Client and Assignee shall be bound by the terms of the Contracts in every way as if Assignee is named in the novated Contracts in place of Assignor as a party thereto.

3. Miscellaneous.

3.1 Further Assurances. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

3.2 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address on record with the Assignee either by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, or (b) proof by the sender that Notice has been sent and (b) if the party giving the Notice has complied with the requirements of this Section.

3.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

3.4 Entire Agreement. This Agreement, together with all related exhibits, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

3.5 Amendment and Modification. No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party to this Agreement.

3.6 Waiver. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following is a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right,

remedy, power, or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission, or course of dealing between the parties.

3.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

3.8 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date first shown.

ASSIGNOR:
SEPI Engineering & Construction

ASSIGNEE:
Transystems Corporation

Date: 12/9/2022

Date: 12/9/22

Signature *Steven L. Thomas*

Name: *[Signature]*

Name: Steven L. Thomas

Title: *SVP and Board Counsel*

Title: Senior VP

Client hereby acknowledges the assignment of Contracts from Assignor to Assignee as described above.

WITNESSES:

TOWN OF SOUTHWEST RANCHES

Danielle Caban

Danielle Caban

[Signature]
By: Steve Breitkreuz, Mayor

26th day of January, 2023

WITNESSES:

Debra M. Rueser

[Signature]

[Signature]
By: Andrew D. Berns, Town Administrator

26th day of January, 2023

ATTEST:

[Signature]
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney