

ADAIR COUNTY COMMISSION MINUTES

MONDAY, JUNE 30, 2014

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IN REF. ORDER NO 31 Signed Original Agreement and Proof of Commercial Liability
Insurance from Howe Company, LLC

CONSULTANT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is entered into by Benton & Associates, Inc., a Delaware corporation (hereinafter, "Assignor"), and Howe Company, LLC, a Missouri limited liability company (hereinafter, "Assignee"); to be approved and agreed to by ADAIR County, Missouri acting by and through the ADAIR County Commission (the "LPA").

WHEREAS, the Assignee is acquiring certain assets, staff and contracts of the Assignor; and

WHEREAS, the Assignor desires to now transfer to Assignee the professional service contracts with the Commission set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

(1) **EXISTING LPA CONTRACTS:** The Assignor previously entered into engineering services contract(s) with the LPA, described as follows (the "Contracts"):

- (A) Bridge Nos. 13700011, 25700131, 27800081, 36300121 BRO-B001(48)
- (B) Bridge No. 01100011 BRO-B001(49)
- (C) Bridge No. Low Water Crossing Replacement BRO-NBIL-B001(50)
- (D) Miscellaneous County Services - Project Start-up & Grant Appl. Assistance

(2) **STATUS OF CONTRACT WORK:** The Assignor and Assignee each represent and affirm that the Contracts remain in full force and effect and are not yet complete. The Assignor and Assignee each acknowledge and understand that these Contracts may have specified completion dates. Each party to this Agreement acknowledges that it possesses at least one full original or copy of the Contracts, which are incorporated within this Agreement by reference to the same extent as if they were set forth in full.

(3) **MUTUAL AND BINDING AGREEMENT WITH CONSIDERATION:** The Assignor states and represents to the Assignee and the LPA that it desires to have these Contracts completed by Assignee; and the Assignee states and represents to the Assignor and the LPA that it desires to complete these Contracts and to receive the balance of the Contract payments to be made by the LPA as the Contract work is completed. Assignor and Assignee each state and represent to the LPA that this is sufficient consideration, in and of itself, to bind them to the terms of this Agreement, and

to bind and obligate the Assignee to the rights, duties and liabilities of the Assignor as the consultant on these Contracts.

(4) **ASSIGNMENT MADE:** The Assignor hereby sells, transfers and assigns to the Assignee its entire rights, title, liabilities, responsibilities and interest in the Contracts including, but not limited to, its right to take up and complete the work and to receive in full any and all outstanding and future payments from the LPA for work performed after the effective date shown in Paragraph (9) hereof as the payments may become due, upon the satisfactory interim or final completion of the Contract work.

(5) **ASSIGNMENT ACCEPTED:** The Assignee hereby accepts / the assignment of the Contracts and agrees to, and does hereby, assume all of the rights, title, liabilities, responsibilities and interest of the Assignor as the original consultant for the Contracts, and to perform the Contracts according to their exact terms and specifications. The Assignee acknowledges that the Contracts assigned require completion of the work by a specified date or dates, and the Assignee warrants to the LPA and Assignor that no event has occurred as of this date which would prevent completion of the work by the date or dates specified.

(6) **TERMS OF THIS AGREEMENT:** This Assignment Agreement is subject to the approval of the LPA. The parties agree that the Assignor shall have no further duties, obligations or liabilities for the performance of the Contracts, nor shall the Assignor have any further right to payments under those same Contracts except as provided herein. The Assignee agrees to assume all duties, obligations and liabilities under the Contracts and for the performance and completion of those Contracts. The Assignee obtains all rights to payments for work performed after the effective date shown in Paragraph (9) hereof for the Contracts as if the Assignee originally had been awarded the contracts by the LPA. The Assignor retains the rights to, and shall be paid by the LPA, all payments for work performed through the effective date shown in Paragraph (9) hereof for the Contracts.

(7) **MAINTENANCE OF ASSIGNOR RECORDS:** For purpose of audit, the Assignee shall maintain all those records of the Assignor relating to direct costs and expenses incurred under the Contracts, including but not limited to invoices, payrolls, bills, receipts, etc. Both these records and the Assignee's records shall be subject to final audit of actual expenses pursuant to the terms of the assigned contracts.

(8) **OTHER CONDITIONS PRECEDENT TO LPA ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:** Before the LPA will accept or execute this Assignment Agreement, it must first be fully executed and acknowledged by the Assignor and the Assignee.

(9) **EFFECTIVE DATE OF THIS AGREEMENT:** The responsibility and liability of the Assignor under the Contracts shall end, and the responsibility and liability of the Assignee shall begin at the close of business on JUNE 13, 2014.

IN WITNESS WHEREOF, the parties, the Assignor, and the Assignee have executed this Assignment Agreement on the last date written below.

Executed by the Assignor on this 13th day of JUNE, 2014.

Executed by the Assignee on this 13th day of June, 2014.

ASSIGNOR:

Benton & Associates, Inc.
By Reginald H. Benton
Reginald H. Benton

ASSIGNEE:

Howe Company, LLC
By Shannon J. Howe
Shannon J. Howe

Title President

Title Sole Manager / Sole Member

Attest:

By [Signature]
Title SECRETARY

Attest:

By _____
Title _____

ASSIGNOR'S ACKNOWLEDGMENT

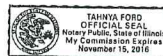
State of ILLINOIS }
County of MORGAN } ss.

On this 13th day of June, 2014, before me personally appeared Reginald Benton, to me known to be the person described in and who executed the foregoing Assignment Agreement, and being first duly sworn, acknowledged that he is the President of Benton & Associates, Inc., the Assignor, and that the foregoing Assignment Agreement was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal at Benton & Associates, Inc. the day and year first above written.

(SEAL) [Signature]
Notary Public

My commission expires 11/15, 2016



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ATTEST:

[Signature]
County Clerk

[Signature]
Presiding Commissioner