

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT
AND
CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

This Assignment and Assumption of Assignment (the Assignment) is entered into with the retroactive date of April 12, 2017, by and among the **CITY OF MIAMI BEACH** (the City), a Florida municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the City); **SHOWTURF, LLC**, a Florida Limited Liability Company, whose principal address is 1365 Neptune Drive, Boynton Beach, Florida 33426 (SHOWTURF, the Assignor); and **EFE, INC.**, a Florida corporation, whose principal address is 2017 NW 16th Street, Belle Glade, Florida 33430 (EFE, the Assignee).

WITNESSETH:

WHEREAS, on July 18, 2012 the Mayor and City Commission awarded and authorized the execution of the agreement for the lease of golf course turf maintenance equipment for the Normandy Shores golf course, pursuant to Invitation To Bid (ITB) No. 45-11/12 (Agreement); and

WHEREAS, the City and SHOWTURF executed a Certification of Contract dated October 25, 2012, with an effective date starting on October 22, 2012 (the Agreement), which Agreement, as amended by Amendment No. 1, is incorporated herein by reference and attached as Exhibit "1" here to; and

WHEREAS, on June 8, 2016, the Mayor and City Commission adopted Resolution No. 2016-29426, approving and authorizing the City Manager to execute Amendment No. 1 to the Agreement, extending the term of the Agreement for a period not to exceed one (1) year, commencing on September 23, 2016 and expiring on September 22, 2017, and providing the City the right to terminate the Agreement for convenience, upon thirty (30) days prior written notice; and

WHEREAS, on April 12, 2017, EFE, Inc. (EFE) completed a transaction to acquire SHOWTURF, LLC (SHOWTURF), with EFE emerging as the surviving entity; and

WHEREAS, SHOWTURF and EFE seek the City's consent to the assignment of the Agreement from SHOWTURF to EFE; and

WHEREAS, pursuant to Section F. of the Certification of Contract (Agreement), any assignment of the Agreement requires the written consent of the Mayor and City Commission; and

WHEREAS, on July 26th, 2017, the Mayor and City Commission adopted Resolution No. _____, authorizing the Mayor and City Clerk to execute the below Consent to Assignment and Assumption of Agreement, approving the assignment of the obligations and responsibilities of SHOWTURF under the Agreement to EFE.

NOW, THEREFORE, the City, SHOWTURF and EFE, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree as follows:

1. The above recitals are true and correct and are incorporated herein as part of this Assignment.
2. SHOWTURF hereby assigns and transfers to EFE all of its right, title, interest, and obligations in and to the Agreement by and between SHOWTURF and the City of Miami Beach (the City) dated October 25, 2012 with effective date of October 22, 2012, for the lease of golf course turf maintenance equipment for the Normandy Shores golf course, pursuant to Invitation To Bid (ITB) No. 45-11/12, as amended by Amendment No. 1(the Agreement), which Agreement is incorporated herein by reference and attached as Exhibit 1 here to.
3. EFE hereby accepts the assignment of the Agreement and further assumes and agrees to perform all of the duties and obligations of SHOWTURF under the Agreement, and further agrees to be liable and subject to all conditions and restitutions to which SHOWTURF is subject to under the agreement.
4. Upon execution of this Assignment and Consent to Assignment and Assumption of Agreement, and for purposes of interpreting the Agreement, all references to SHOWTURF or Consultant, under the agreement, shall hereinafter be deemed to refer to EFE.
5. EFE, agrees to honor and maintain all required warranties and responsibilities for all projects previously completed by SHOWTURF; and any ongoing project that the SHOWTURF has with the City, as of the effective date of this Consent to Assignment (which Consent is intended to be retroactive to April 12, 2017).
6. EFE agrees to furnish to the City's Risk Manager, Certificates of Insurance or endorsements evidencing the insurance coverage as specified in the Agreement.
7. All written notices given to the Consultant under the Agreement shall be addressed to:

EFT, Inc.
1365 Neptune Dr.
Boynton Beach, FL 33426
Attn: Frank McKee
Tel: (561) 723-2062
8. The Mayor and Commission of the City of Miami Beach, Florida hereby consent to the assignment of the Agreement from SHOWTURF, LLC. (Assignor), to EFE, Inc. (Assignee).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Triangle and Maser have caused this Assignment to be executed by their appropriate officials, as of the date first entered above.

FOR CONSULTANT (ASSIGNOR):

SHOWTURF, LLC.

ATTEST:

By: _____
Secretary

President

Print Name

Print Name

Date: _____

FOR NEW CONSULTANT (ASSIGNEE):

EFE, INC.

ATTEST:

By: _____
Secretary

President

Print Name

Print Name

Date: _____

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT

City's acknowledgement and consent to the Assignment, pursuant to subsection F. of the Certification of Contract, without warranties of any kind whatsoever being made incident to this Consent or the Assignment.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael Granado, City Clerk

Philip Levine, Mayor

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] for 7/1/17

City Attorney Date