

**ASSIGNMENT AND ASSUMPTION OF NON-EXCLUSIVE PROFESSIONAL SERVICES
AGREEMENT AND CONSENT TO SAME**

THIS ASSIGNMENT AND ASSUMPTION OF NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Assignment") is made and entered into this ____ day of _____, 2019, between **KEITH AND SCHNARS, P.A., a Florida corporation** (the "Assignor"), **KCI TECHNOLOGIES, INC., a Florida Limited Liability Company** ("Assignee/ Assignment Contractor" and **THE TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation** (the "Town").

RECITALS

1. Keith and Schnars, P.A. provides Non-Exclusive Professional Services to the Town pursuant to an Agreement dated November 29, 2017. (the "Continuing Professional Services Agreement"); and
2. Keith and Schnars was acquired by KCI Technologies, Inc. and desires to assign the Continuing Professional Services Agreement to KCI Technologies, Inc.; and
3. The Agreement requires the consent of the Town to any assignment; and
4. The Town desires to agree to the assignment and consents to the same.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.
2. **Assignment of Agreement.** Assignor does hereby transfer, assign, and convey to Assignee all of Assignor's right, title and interest in and to the Continuing Professional Services Agreement, attached as Exhibit "A".
3. **Acceptance of Assignment.** Assignee hereby accepts the assignment of the Continuing Professional Services Agreement and assumes all of the Assignor's obligations thereunder and agrees to perform and keep all of the terms, conditions, covenants, agreements, liabilities and obligations to be performed thereunder from and after the date hereof.
4. **Consent to Assignment.** The Town consents to the assignment of the Continuing Professional Services Agreement to the Assignee.
5. **Conditions Precedent.** The Town' s consent to the assignment is conditioned upon the Assignee providing the Town with all required insurance, licenses, bonds and any other documents currently required in the Continuing Professional Services Agreement prior to the Assignee.
6. **Governing Law.** This Assignment shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor, Assignee and the Town have caused this instrument to be executed as of the day and year first above written.

ASSIGNOR:

Signed, sealed and delivered
in the presence of:

KEITH AND SCHNARS, P.A.

Name: _____

By: _____
Title: _____

Name: _____

ASSIGNEE:

Signed, sealed and delivered
in the presence of:

KCI TECHNOLOGIES, INC.

Name: _____

By: _____
Title: _____

Name: _____

TOWN OF CUTLER BAY

By: _____

RAFAEL G. CASALS, ICMA-CM, CFM
Town Manager

TOWN RESOLUTION # _____

Attest:

DEBRA E. EASTMAN, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Town Attorney

[THE NOTARY ACKNOWLEDGEMENTS ARE ON THE NEXT PAGE]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____,
2019 by _____, on behalf of the corporation, who
[] is personally known to me or [] has presented _____ as identification.

Notary Public Signature

State of Florida at Large (Seal)

Notary Name, Printed

Commission Number: _____ My Commission Expires: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____,
2019 by _____, on behalf of the corporation, who
[] is personally known to me or [] has presented _____ as identification.

Notary Public Signature

State of Florida at Large (Seal)

Notary Name, Printed

Commission Number: _____ My Commission Expires: _____