

## Robert Johnston

---

**From:** Toby Baker <TBaker@parkhill.com>  
**Sent:** Friday, August 13, 2021 2:28 PM  
**To:** Robert Johnston  
**Cc:** Tracy Yoder; Amy Jones  
**Subject:** CEC to Parkhill Contract Assignment  
**Attachments:** Clinton.pdf

Robert,

Please find attached the Assignment instrument between CEC and Parkhill, executed by both parties.

Is there still time to get it on the 8/17 meeting?

It's important to note that the assignment of the contract will cost the City nothing more than planned, as only the un-invoiced portion of CEC's contract is being assigned.

If you have any questions, please don't hesitate to let me know. If the agreement meets the City's approval, please have the Mayor sign on page 5.

Thanks,

**Toby Baker, PE**  
Civil Engineer

**Parkhill**  
TBaker@parkhill.com

*Please note that our email domain and website have changed to Parkhill.com.*

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of the 17<sup>th</sup> day of August, 2021 (the "Effective Date"), by and between CEC CORPORATION, an Oklahoma for-profit corporation doing business at 4555 West Memorial Road, Oklahoma City, Oklahoma 73142 ("Assignor") and PARKHILL, SMITH & COOPER, INC., a Texas corporation doing business at 4222 85<sup>th</sup> Street, Lubbock, Texas 79423 and registered as a foreign corporation under the laws of the State of Oklahoma ("Assignee").

WHEREAS, Assignor now desires to assign, transfer, set over and deliver to Assignee, and Assignee now desires to assume the duties and obligations of Assignor, of all of Assignor's rights, title and interest in and to certain contracts or agreements for the performance of professional services (hereinafter referred to as the "Assumed Contracts") (as more particularly described in "Exhibit A" attached hereto and incorporated herein by this reference);

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor does hereby absolutely, irrevocably and unconditionally assign, transfer, set over and deliver unto Assignee as of the Effective Date all of the Assignor's right, title and interest, if any, in and to the Assumed Contracts, including but not limited to any warranties, architectural or engineering plans and specifications, documentation or development rights that exist as of the date of this Assignment, and any and all rights in and to the services or other work to be performed in relation thereto.

2. Acceptance and Assumption. As of the Effective Date, Assignee hereby absolutely, irrevocably, and unconditionally assumes and agrees to discharge and perform the obligations of Assignor arising on, under or in relation to the Assumed Contracts as and when the same shall become due, but only to the extent that said obligations accrue on or after the Effective Date.

3. Exclusions. Notwithstanding anything to the contrary contained herein, it is expressly understood that, except for the Assumed Contracts expressly assumed pursuant to Section 2 herein above, Assignee is not assuming and shall not be obligated to pay or perform, and Assignors shall remain obligated for, any other liability or obligation of any kind or nature (whether accrued, contingent or absolute) of Assignors or in relation to the Assumed Contracts.

4. Status of Work Completed and Amount Billed. Assignor and Assignee hereby acknowledge and affirm that each has reviewed the terms of the Assumed Contract and the progress of the work performed and amounts billed by Assignor in connection therewith as of the Effective Date. Prior to the Effective Date, Assignor has billed and collected all amounts for the work performed in connection with the Assumed Contract and Assignee anticipates that it will bill and collect the remaining \$31,300 for the work to be completed. For purposes of clarification, without limitation to the terms set forth herein, those certain tasks yet to be performed by Assignor or to be performed by Assignee on or after the Effective Date shall be described on "Exhibit B", attached hereto and incorporated herein by this reference.

5. Assignor's Commission. As additional consideration for the terms set forth in this Assignment, within three (3) business days of the date of Assignee's receipt of a properly executed draft of this Assignment as well as all third-party consents required hereunder, Assignee shall pay to Assignor by negotiable instrument or wire transfer an amount equal to Three Thousand, One Hundred Thirty and No/100 Dollars (\$3,130.00) as a commission for the fees anticipated to be received by Assignee after the Effective Date. Assignee shall pay this amount to Assignor in accordance with such instructions for payment as are reasonably provided by Assignor at the time of execution of the agreement by all parties.

6. Mutual Indemnity. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all Claims asserted against or incurred by Assignor as a result of any acts or omissions, from and after the Effective Date, in connection with the Assumed Contracts assigned herein. "Claims" means claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted or not). Assignor shall defend, indemnify and hold harmless Assignee from and against any and all Claims asserted against or incurred by Assignor as a result of any acts or omissions, prior to the Effective Date, in connection with the Assumed Contracts assigned herein.

7. Binding Effect; Successors and Assigns; Governing Law. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Oklahoma, without regard to the application of choice of law principles (whether of the State of Oklahoma or any other jurisdiction).

8. Counterparts; Electronic Signatures. This Assignment may be executed in multiple counterparts (including by means of telecopy, facsimile, or PDF signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been signed, sealed and delivered by the parties as of the date first above written.

ASSIGNOR:

**CEC CORPORATION**, an Oklahoma corporation

Signed: 

Printed: Douglas Glenn

Title: President

STATE OF OKLAHOMA §  
  §  
COUNTY OF Tulsa §


This instrument was acknowledged before me on 8-13, 2021, by Douglas Glenn in his or her capacity as President of **CEC CORPORATION**, on behalf of said corporation.

  
Notary Public, State of Oklahoma



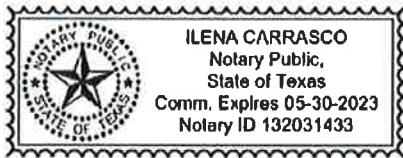
ASSIGNEE:

**PARKHILL, SMITH & COOPER, INC.**, a Texas corporation

By:   
**JAY M. EDWARDS**, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF LUBBOCK   §

This instrument was acknowledged before me on August 11, 2021, by **JAY M. EDWARDS**, in his capacity as President of **PARKHILL, SMITH & COOPER, INC.**, on behalf of said corporation.



Online Notary Public.

*Ilena Carrasco*   
Notary Public, State of Texas

**CONSENT TO ASSIGNMENT**

Effective as of the Effective Date, the undersigned, on behalf of themselves or on behalf of the contracting party or parties referenced in the Assumed Contract described on **Exhibit A**, attached hereto, hereby (i) consents to the assignment effected hereby, (ii) agrees to recognize Assignee as the service provider or engineer under the Assumed Contract and thereby establish direct privity of contract with Assignee, and (iii) agrees to fully release Assignor from any and all obligations owned in connection with said Assumed Contract, other than those obligations accruing or arising prior to the Effective Date, and seek satisfaction of any and all of the obligations under the Assumed Contract, including but not limited to the performance of services described therein, from Assignee exclusively.

**THE CITY OF CLINTON**

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

All references to the term “Assumed Contract” or “Assumed Contracts” shall exclusively mean those certain contracts or agreements as expressly set forth herein below:

1. Standard Form of Agreement between Owner and Engineer for Professional Services – The City of Clinton and CEC Corporation – Clinton Regional Airport – Airport Consulting Services dated March 3, 2020, as amended, including by Amendment No. 2 to Owner-Engineer Agreement dated December 15, 2020.

**EXHIBIT B**

1. OAC Grant Administration - \$4,800.00
2. Engineering Plans and Specifications - \$26,500.00