

CONSENT TO ASSIGNMENT AND PROMISE TO PERFORM

This Consent to Assignment and Promise to Perform ("Consent") is entered into on January 1st, 2023, between the City of Lee's Summit, Missouri, a Missouri municipality ("City ") and Summit Transfer, LLC a Missouri limited liability company ("Promisor").

RECITALS

A. The City and KC Dumpster Company, a Missouri limited liability company ("Vendor"), entered into Agreement # 2019-032 dated April 5th, 2019, including any renewals or amendments ("Agreement"), whereby Vendor agreed to provide Operation of the Public Disposal Area for the City.

B. Vendor desires to assign to Promisor, effective January 1st, 2023 all of its rights, liabilities, duties, obligations, and interests under the Agreement pursuant to the provisions of the Notification from Chinnery Evans & Nail, P.C., Attorneys at Law dated October 24th, 2022 between Vendor and Promisor (the "Assignment") attached hereto and incorporated herein as Exhibit A.

C. Section 15 of Part IV General Conditions of the Agreement requires the City to consent to any assignment.

D. Vendor and Promisor desire to obtain the City's consent to the Assignment and the City is willing to consent to the Assignment on the following terms and conditions.

AGREEMENT

1. Consent to Assignment. The City hereby consents to the assignment to Promisor of all the rights, duties, liabilities and obligations of Vendor, under the Agreement, on the condition that Promisor assumes all the duties, liabilities and obligations of Vendor that are set forth in the Agreement.

If Promisor fails to comply with the terms, conditions, and obligations of the Agreement, the City reserves the right to revoke its consent with or without notice to Vendor and Promisor.

2. Binding Effect. This Consent and the liability and obligations of Promisor hereunder shall be binding upon and inure to the benefit of the Promisor and to the City and their respective successors and permitted assigns.

3. Modification. No addition to or modification of any provision contained in this Consent shall be effective unless fully set forth in a writing signed by parties hereto.

4. Severability. The provisions of this Consent are severable, and, if provisions of this Consent are found by a court of competent jurisdiction to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts thereof, shall not be affected thereby.

5. Applicable Law. This Consent shall be governed by and construed in accordance with the laws of the State of Missouri and any suit pertaining to this Consent may be brought only in courts in eastern Jackson County, Missouri. The parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

CITY OF LEE'S SUMMIT

Mark Dunning, City Manager

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

SUMMIT TRANSFER, LLC

By



Print Name

R. Rody Taylor

Title

Owner

Date

11-4-2022