



January 9, 2024

Mr. Jeff Dunsworth
City Engineer
City of Pflugerville
P.O. Box 589
Pflugerville, TX 78691
JeffD@pflugervilletx.gov

RE: Notice of transition and request for assignment of contracts
ECM International, Inc. to Johnson, Mirmiran & Thompson, Inc.

As we have previously communicated, ECM International, Inc. (ECM) was acquired by Johnson, Mirmiran & Thompson, Inc. (JMT) as of October 1, 2022. The combined presence, skills, and experiences of ECM, as a JMT company, have strengthened and enhanced our overall service capabilities, qualifications, and the quality of services we are able to provide to our valued clients across the footprint.

In furtherance of the transition process and integration efforts, we have been working to integrate the firms, and expect to offer ECM's services, through JMT from this point forward. Accordingly, we are seeking your consent to assign the contracts held by ECM International, Inc. to JMT, so that we may continue to perform these contracts and provide services to you as JMT.

Please be assured that that we will continue to provide the same personal attention, quality and professionalism at JMT that you have experienced with ECM. With ongoing integration and continual improvements, we are confident that this last step in the transition will be seamless and will lead to enhanced productivity and results in the many years to come.

JMT's taxpayer identification number is 52-0963531 and included on the attached form W-9.

Please indicate your acknowledgement and consent by signing the attached Assignment & Assumption Agreement where indicated and returning a copy to Khammel@jmt.com. Should you wish to use a standard form of assignment / novation agreement, or other procedure, please advise, and we will gladly cooperate with your preferred process.

We appreciate the opportunities and would be happy to further discuss this transition and answer any questions you may have. Please do not hesitate to contact Kathy Hammel at 410.316.2322 (phone) or khammel@jmt.com (email).

Respectfully,
JOHNSON, MIRMIRAN & THOMPSON, INC.
ECM INTERNATIONAL, INC.

A handwritten signature in blue ink, appearing to read "Mel Herrera", is written over a blue horizontal line.

Mel Herrera
Sr. Vice President

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and effective as of _____ by and among ECM International, Inc. ("Assignor"); Johnson, Mirmiran & Thompson, Inc. ("Assignee"); and City of Pflugerville (the "Client").

WHEREAS, Assignor and Client are parties to one or more professional and consulting services agreements further described and identified on Exhibit A, hereto (each of which is referred to herein as the "Contract"); and

WHEREAS, effective October 1, 2022 pursuant to a Stock Purchase Agreement, Assignee acquired Assignor, and Assignor currently operates as a subsidiary of Assignee; and

WHEREAS, Assignor and Assignee have integrated their operations, and now desire to fulfil the Contract obligations and to perform services thereunder by and through Assignee, and pursuant to this Agreement, Assignor wishes to assign all of its rights, title and interest in the Contract to Assignee.

NOW THEREFORE, in consideration of the mutual promises described herein, and other good and valuable consideration, with the intention of being legally bound, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sets over and conveys to Assignee its right, title and interest in the Contract [and any current task orders or project work authorizations issued under such Contract], and all benefit and advantage derived by or to be derived from the Contract, from and after the Closing.
2. Assignee hereby accepts the assignment and agrees to assume the rights and responsibilities to perform the Contract from and after the Closing in accordance with the terms, conditions, rights, and obligations contained therein.
3. Client consents to the assignment of the Contract to Assignee and hereby agrees that by this Agreement, the Assignee, shall be entitled to all rights, title, and interest of the Assignor in and to the Contract.
4. Hereafter, the term Consultant or similar defined terms used to refer to Assignor in the Contract, shall refer to Assignee. All notices required or necessary under the Contract relating to work performed by Assignee, and all payments due or owing shall be remitted and directed to:

Johnson, Mirmiran & Thompson, Inc.
40 Wight Avenue,
Hunt Valley, MD 21030

5. Except for the assignment of the Contract from Assignor to Assignee as provided herein, all terms and conditions of the Contract shall remain in full force and effect.
6. This Agreement may be executed and transmitted in electronic pdf format and in as many counterparts as are necessary, and when a counterpart has been executed by each party, all counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

ECM INTERNATIONAL, INC.

By: 

Title: Sr. Vice President

ASSIGNEE:

JOHNSON, MIRMIRAN & THOMPSON, INC.

By: 

Title: Sr. Vice President

The undersigned, for and on behalf of Client, does hereby consent to the assignment set forth above

CLIENT:

CITY OF PFLUGERVILLE

By: _____

Title: _____

EXHIBIT A

The term "Contract", as used in this Agreement, refers to each of the following:

1. Agreement for Professional Services for On-Call Third Party Construction
Inspection Services
Executed: May 10, 2022