

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "Assignment"), is made this _____ day of _____, 2021 ("Effective Date"), and is entered into by and between the **City of Cooper City**, a Florida municipal corporation located at 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter "City"), **DBi Services, LLC d/b/a Aquagenix**, a Foreign Limited Liability Company, with a principal address of 100 N Conahan Dr., Hazleton, PA 18201 (hereinafter "Assignor"), and **Deangelo Contracting Services, LLC**, a Foreign Limited Liability Company, with a principal address of 527 S Church Street, Hazleton, PA 18201 (hereinafter "Assignee").

WHEREAS, on **August 1, 2018**, the City and Assignor entered into the **Agreement for Invitation to Bid #2018-4-PW, Retention Ponds Maintenance** ("Original Agreement"); and,

WHEREAS, on **March 9th, 2021**, the Parties entered into the First Amendment to the Original Agreement to restate and renew the term of the Original Agreement and to supplement the terms contained therein which naturally expires on **August 1, 2022**; and,

WHEREAS, Assignor wishes to assign and transfer to Assignee all obligations, duties and liabilities set forth in the Original Agreement and First Amendment to Assignee; and,

WHEREAS, Assignee is willing to assume all obligations, duties, and liabilities of Assignor under the Original Agreement and First Amendment; and,

WHEREAS, the City is willing to authorize the assumption of the Original Agreement and First Amendment by Assignee in accordance with the terms of this Assignment as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein, City, Assignor and Assignee agree and represent as follows:

1. **ASSIGNMENT BY ASSIGNOR.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Original Agreement and First Amendment as of the effective date of this Assignment.
2. **ASSUMPTION BY ASSIGNEE.** Assignee accepts the foregoing Assignment from Assignor, and hereby assumes all obligations, covenants, duties, and liabilities of Assignor pursuant to the Original Agreement and First Amendment. Assignee further agrees that it shall assume and perform all of the Assignor's obligations as set forth in the Original Agreement and First Amendment.
3. **ENFORCEMENT BY CITY.** Assignor, Assignee, and City hereby acknowledge and agree that there may be obligations, duties, and liabilities contained in the Original Agreement and First Amendment that are for the benefit of the City, and the City shall be entitled to enforce such duties, obligations, and liabilities contained in the Original Agreement and First Amendment against Assignee to the same extent and in the same manner as if Assignee had entered into the Original Agreement and First Amendment with the City as of the effective date of each.
4. **AUTHORIZED SIGNATURE.** The Assignor, Assignee, and City that each represents that, he or she has full legal power to execute this Assignment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Assignment.
5. **FULL FORCE AND EFFECT.** The Assignor, Assignee, and City agree that the Original

Agreement, as amended by the First Amendment, shall remain in full force and effect, except Assignee shall assume all of Assignor's obligations and duties set forth therein.

6. **ELECTRONIC SIGNATURE.** This Assignment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Assignment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, City, Assignor and Assignee have executed this Assignment as of the first date stated above.

ATTEST:

Jenna Montoya, Acting City Clerk

APPROVED AS TO FORM:

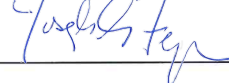
Jacob G. Horowitz, Esq., City Attorney

City of Cooper City

By: _____

Print: _____

Assignor:
DBi Services, LLC d/b/a Aquagenix

By:  _____

Name: Joseph G. Ferguson

Title: Secretary

Date: November 16, 2021

Assignee:
Deangelo Contracting Services, LLC

By:  _____

Name: Jarrod DeAngelo

Title: member

Date: 11-16-21
