

ASSIGNMENT AND ASSUMPTION CONTRACT

THIS ASSIGNMENT AND ASSUMPTION CONTRACT is dated this 20<sup>th</sup> day of June, 2024, (hereinafter referred to as the Effective Date) between, Cartaya and Associates Architects, P.A., (hereinafter referred to as Assignor) and Justin Architects, P.A. (hereinafter referred to as Assignee).

WITNESSETH:

**WHEREAS**, on May 18, 2021, the City of Delray Beach and Assignor entered into a Agreement for architectural and engineering design services (hereinafter referred to as the Agreement); and

**WHEREAS**, Assignor desires to assign all of its rights and obligations under the Agreement to Assignee, and Assignee desires to assume all of Assignor's rights and obligations under the Agreement on the terms and conditions hereinafter set forth; and

**WHEREAS**, the consent of the City is required to effectuate this Assignment and Assumption Contract.

**NOW, THEREFORE**, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the Agreement, effective as of the Effective Date of this Assignment and Assumption Contract. A copy of the Agreement is attached hereto as Exhibit "A".
2. Assignee, for the benefit of Assignor and Authority under the Agreement, hereby assumes, and agrees to be bound by and to perform, all of the covenants, agreements, terms, obligations, responsibilities, provisions and conditions on the part of the Assignor under the Agreement to be kept, performed and observed from and after the Effective Date.
3. This Assignment and Assumption Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Contract as of the day and year first written above.

CARTAYA AND ASSOCIATES ARCHITECTS, P.A.  
Assignor

Signed in the presence of:

Nicole Brown  
Witness Signature

NICOLE Brown  
Print Name

Ronica  
Witness Signature

RONICA ROY  
Print Name

By: [Signature]  
Title: PRINCIPAL

JUAN JUSTINIANO  
Print Name

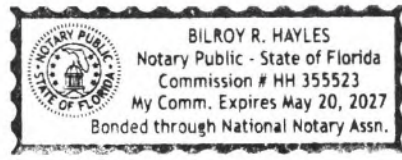
2400 E. COMMERCIAL BLVD.  
Print Address  
FORT LAUDERDALE, FL  
33306

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7 day of JUNE, 2024 by JUAN JUSTINIANO (name of person), as PRINCIPAL (type of authority) for CARTAYA ASSOC. (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

[Signature]  
Notary Public – State of Florida



JUSTIN ARCHITECTS, P.A.  
Assignee

Signed in the presence of:

Maele Broward  
Witness Signature

NICOLE Broward  
Print Name

Ronica  
Witness Signature

RONICA ROY  
Print Name

By: Juw.  
Title: PRINCIPAL

JUAN JUSTINIANO  
Print Name

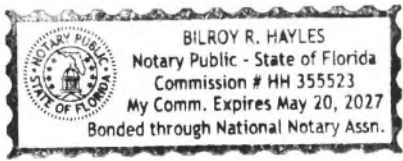
2400 E. COMMERCIAL BLVD.  
Print Address  
FORT LAUDERDALE, FL  
33308

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7 day of JUNE, 2024 by JUAN JUSTINIANO (name of person), as Principal (type of authority) for JUSTIN ARCHITECTS (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

[Signature]  
Notary Public – State of Florida



CONSENT TO ASSIGNMENT AND ASSUMPTION CONTRACT

City hereby consents to the transaction as set forth in this Assignment and Assumption Contract and hereby agrees to release and discharge Assignor from any further obligation or liability under the Contract and to look solely to Assignee as the responsible party under the Contract for all liabilities or obligations arising after the Effective Date of the Assignment and Assumption Contract, as set forth therein. Assignor will not be released from any liability or obligation accruing prior to the Effective Date. This consent will not operate as a waiver of any prohibition against further assignment or subletting, as provided in the Contract.

IN WITNESS WHEREOF, the party hereto has set their hands and corporate seal on this 20<sup>th</sup> day of June, 2024

ATTEST:

Katerri Johnson  
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

Terrence Moore  
Terrence Moore, ICMA-CM

Approved as to form and legal sufficiency:

Lynn Gehin  
Lynn Gehin, City Attorney





CITY OF DELRAY BEACH  
 CITY ATTORNEY'S OFFICE  
 200 NW 1<sup>ST</sup> Avenue, Delray Beach, FL 33444  
 561-243-7090



**LEGAL REVIEW FORM**

This form is to be used solely for the legal review of documents not including procurement agreements. Procurement Agreements are reviewed under a separate cover. This form shall only be completed by a member of the City Attorney's Office.

**Date of Review: 6/5/24**

**Document Name:** Assignment and Assumption Agreement Cartaya Associates

**Document Type:** Assignment and Assumption Contract

**Submitted by:** Casetra Thompson

This document is approved as to form and legal sufficiency.

This document is approved as to form and legal sufficiency; however, the undersigned made the following change(s):

This document is not approved as to form and legal sufficiency for the following reason(s):

\_\_\_\_\_

Only the name of the Contractor has changed.

s/Daniela Vega, Esq.  
 Attorney

**Copy to:**

\_\_\_ City Attorney's Office (with a copy of the approved document)