

ASSIGNMENT AND ASSUMPTION CONTRACT

THIS ASSIGNMENT AND ASSUMPTION CONTRACT is dated this 19<sup>th</sup> day of August, 2024, (hereinafter referred to as the "Effective Date") between, ADT Commercial LLC, (hereinafter referred to as "Assignor" ) with a mailing address of 1501 Yamato Road, Boca Raton, Florida 33431 and Everon, LLC (hereinafter referred to as "Assignee") with a mailing address of 1501 Yamato Road, Boca Raton, Florida 33431.

W I T N E S S E T H:

**WHEREAS**, on September 18, 2023, the City of Delray Beach and Assignor entered into an Agreement to purchase facility technology integration & security system 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.

ADT COMMERCIAL LLC  
Assignor

Signed in the presence of

By: Andrew Fagan

Title: Area Vice Pres ; ADT Commercial

Witness Signature

Rocamadour De La Torre

Print Name

Print Name

5701 Village Blvd, West Palm Beach  
Print Address

Witness Signature

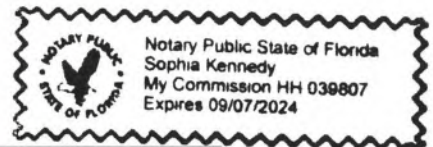
Print Name

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of August, 2024 by Andrew Fagan (name of person), as AVP (type of authority) for ADT Comm (name of party on behalf of whom instrument was executed).

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

Sophia Kennedy  
Notary Public – State of Florida



EVERON, LLC  
Assignee

Signed in the presence of:

Witness Signature

Rocamador De La Torre  
Print Name

Witness Signature

Corinail Ranae  
Print Name

By: Andrew Fagan

Title: Area Vice Pres; Everon

Andrew Fagan  
Print Name

5701 Village Blvd, West Palm Beach FL  
Print Address

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of August, 2024, by Andrew Fagan (name of person), as AVP (type of authority) for Everon LLC (name of party on behalf of whom instrument was executed).

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

Sophia Kennedy  
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 19<sup>th</sup> day of August, 2021

ATTEST:

Katerri Johnson  
Katerri Johnson, City Clerk

Terrence Moore  
CITY OF DELRAY BEACH  
Terrence Moore, ICMA-CM

Approved as to form and legal sufficiency:

Lynn Geln  
Lynn Geln, 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:** 8/5/2024

**Document Name:** Assignment and Assumption of Contract

**Document Type:** ADT LLC Name Change- Assignment 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):

s/Daniela Vega, Esq.  
Attorney

**Copy to:**

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