

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: May 1, 2018 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

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Department: Facilities Development & Operations

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Assignment Assumption and Consent Agreement of the Annual Contract for Flooring and Minor Construction from One Call Property Services, Inc. to One Call Florida, Inc.

**Summary:** The agreements to be assigned are : 1) the Annual Contract for Flooring between Palm Beach County and One Call Property Services Inc dated June 2, 2016 which was approved under the Facilities Development & Operations Director’s authority, as amended by the County on June 20, 2017 (R2017-0807), together with Work Orders issued pursuant thereto, and 2) the Annual Contract for Minor Construction between Palm Beach County and One Call Property Services, Inc. dated March 14, 2017 (R2017-0302) as amended on January 23, 2018 (R2018-0065), together with Work Orders issued pursuant thereto. Approval of this Assignment Assumption and Consent Agreement will assign these Contracts from One Call Property Services, Inc. to One Call Florida, Inc. One Call Property Services, Inc. has consented to assign their Contract and Work Orders to One Call Florida, Inc. for the completion of any work. **(Capital Improvements) Countywide (LDC)**

**Background and Justification:** On March 1, 2018, One Call Property Services, Inc. changed their name to One Call Florida, Inc. One Call Property Services, Inc. requested that Palm Beach County approve the assignment of their contracts to One Call Florida, Inc. The Facilities Development and Operations staff recommends assignment of One Call Property Services, Inc.’s contracts to One Call Florida, Inc.

**Attachments:**  
Assignment Assumption and Consent Agreement

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Recommended By: Jan Army Wolf 4/6/18  
Department Director Date

Approved By: [Signature] 4/19/18  
County Administrator Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	* =====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget:      Yes      x      No    \_\_\_\_\_  
 Does this items include use of federal funds?    Yes    \_\_\_\_\_    No      x  

Budget Account No:    Fund    \_\_\_\_\_    Dept    \_\_\_\_\_    Unit    \_\_\_\_\_    Object    \_\_\_\_\_    Program    \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\*      Fiscal impact cannot be determined at this time as work is awarded as work orders on a lump-sum, competitively quoted basis among the pool of pre-qualified contractors for each contract. Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

**C. Departmental Fiscal Review:** \_\_\_\_\_  
*(Signature)*

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development Comments:**

\_\_\_\_\_ 4/12/18  
 OFMB PO 4/12/18  
*(Signature)*

\_\_\_\_\_ 4/16/18  
 Contract Development and Control 4/16/18  
*(Signature)*

**B. Legal Sufficiency:**  
 \_\_\_\_\_ 4/17/18  
 Assistant County Attorney  
*(Signature)*

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

## ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT

**THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT** (the "Assignment") is made and entered into this \_\_\_\_\_ of \_\_\_\_\_ by and between One Call Property Services Inc. ("Assignor"), One Call Florida, Inc, ("Assignee") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County").

**WHEREAS**, pursuant to this Assignment, Assignor has agreed to assign and deliver to Assignee and Assignee has agreed to accept and assume from Assignor, the "Contracts", as hereinafter defined, including all rights, claims, interests, and obligations with respect thereto; and

**WHEREAS**, the County has agreed and consented to the assignment of the Contracts according to the terms and conditions set forth herein by its execution of this Assignment.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Contracts.** The agreements to be assigned are : 1) the Annual Contract for Flooring between Palm Beach County and One Call Property Services Inc dated June 2, 2016 which was approved under the Facilities Development & Operations Director's authority, as amended by the County on June 20, 2017 (R2017-0807), together with Work Orders issued pursuant thereto, and 2) the Annual Contract for Minor Construction between Palm Beach County and One Call Property Services, Inc. dated March 14, 2017 (R2017-0302) as amended on January 23, 2018 (R2018-0065), together with Work Orders issued pursuant thereto. The two contracts referenced in this Section and the Work Orders issued pursuant to these contracts, together form the "Contracts" to be assigned.)

**Section 2. Assignment and Effective Date.** Assignor hereby conveys, transfers and assigns its rights, title and interest in, to, and under the Contracts to Assignee, as of March 1, 2018 (hereinafter the "Effective Date"), including all of Assignor's rights and obligations, and Assignee hereby assumes all of Assignor's rights and obligations, in, to and under the Contracts with County, subject to the County's permission.

**Section 3. Assignee's Acceptance and Assumption.** Assignee hereby accepts the assignment to it of Assignor's rights, title and interest in, to, and under the Contracts and hereby expressly assumes the performance of each of the terms, conditions, covenants, obligations, liabilities and duties of the Assignor under the Contracts, effective as of and beginning on, the Effective Date and Assignee hereby assumes and agrees to pay all debts, obligations, and liabilities of Assignor under the Contracts that accrue on or after the Effective Date of this Assignment. Assignee shall assume all responsibility for any warranty or guarantee under the Contracts which assumption shall include the guarantee or warranty of the performance of the Contracts in full, regardless of the date Assignee began performance.

**Section 4. No Waiver or Release.** Notwithstanding any other clause or provision in this Assignment, this Assignment is not intended to act as a release, waiver or relinquishment of any claims, demands, warranties, damages, causes of action or rights of County relating to Assignor and all such rights are reserved by County and shall remain notwithstanding this Assignment, to the extent they arise from or are related to the terms, conditions, covenants, obligations, liabilities and duties of Assignor existing prior to the Effective Date of this Assignment.

**Section 5. Payment for Work in Process and Completed Work.** Assignor is conveying, transferring and assigning all rights to payment for work and services performed under the Contract to Assignee as of the Effective Date. In order to transition work in process payments, each invoice, payment

certification and requisition, or other request for payment due, received by County before the Effective Date, regardless of the dates of services or work performed, will be processed by County and if approved, paid to Assignor. Each invoice, payment certification and requisition, or other request for payment received by County on or after the Effective Date, regardless of the dates of service or work performed, shall be processed by County and if approved, shall be paid to Assignee.

**Section 6. Hold Harmless and Indemnity.** In the event County is made a party to an action between Assignee and Assignor, or involving any third party, arising out of this Assignment, the Assignee and the Assignor shall each agree to indemnify, defend and hold County, its elected officials, employees and agents, harmless from and against any such claim, demand, cause of action, economic losses, damages, and costs and expenses (including reasonable legal fees and costs of investigation) that arise from, out of, or as a result of, this Assignment.

**Section 7. Appointment.** Assignor hereby irrevocably appoints Assignee, its successors and assigns, as the attorney and agent of Assignor, in Assignor's name and stead, to enforce the provisions of the Contracts beginning on the Effective Date.

**Section 8. Acknowledgement.** By signing below, the County agrees, subject to the terms of this Assignment, to Assignor's assignment of all of its rights and obligations under the Contracts beginning on the Effective Date. By signing below, the County acknowledges the assignment and transfer will not constitute a breach or default of the Contracts by Assignor. The County acknowledges that Assignor and Assignee are relying on this consent in connection with this Assignment. Assignor acknowledges its continuing responsibilities as set forth in this Assignment.

**Section 9. Notices.** Beginning on the Effective Date, any and all notices required under the Contracts and all payments to be paid under the Contracts will be delivered to Assignee, at:

Brent Martin, Secretary/President of Construction  
One Call Florida, Inc.  
991 Stinson Way, Suite 408  
West Palm Beach, FL 33411

**Section 10. Consent.** The County's consent is effective when this Assignment has been executed by all parties and approved by the Board of County Commissioners.

**Section 11. Authority.** The undersigned signatory for Assignor does hereby attest and affirm that he has the current lawful authority to execute this Assignment on behalf of the Assignor and that the assignment is not made with intent to hinder or defraud creditors, or interfere with lawful rights of other persons or entities, or for any other unlawful purpose.

**Section 12. Ratification.** Except as expressly modified herein, the Contracts are hereby ratified, confirmed and remains in full force and effect.

**Section 13. Governing Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day first above written.

**ATTEST:**  
**SHARON R. BOCK**  
Clerk and Comptroller

**PALM BEACH COUNTY, a Political**  
**Subdivision of the State of Florida**  
**Board of County Commissioners**

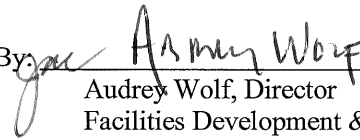
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**


**APPROVED AS TO TERMS**  
**AND CONDITIONS**


By:   
Assistant County Attorney

By:   
Audrey Wolf, Director  
Facilities Development & Operations

**One Call Property Services Inc.**  
(Assignor)

**One Call Florida, Inc**  
(Assignee)

By:   
(Signature)  
Robert Ambrosius / owner  
(Print Name and Title)

By:   
(Signature)  
Robert Ambrosius / owner  
(Print Name and Title)

(SEAL)

(SEAL)