

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 6, 2026	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

A) an Assignment, Assumption, and Consent Agreement (hereinafter Assignment) to assign the Annual contract for Fire Alarm Repair and Replacement (R2020-0568) dated June 2, 2020, and Work Orders 24-001 and 24-003 from 1st Fire and Security, Inc (1st Fire) to Summit Fire & Security, LLC (Summit Fire); and

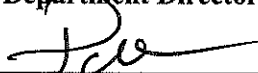
B) an Assignment to assign the Water Utilities SROC, WTP # 3 Roof Replacement contract (R2024-1207) dated September 17, 2024, from Hi-Tech Roofing & Sheetmetal, Inc. (Hi-Tech Inc.) to Hi-Tech Roofing & Sheetmetal, LLC (Hi-Tech, LLC).

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. On October 31, 2024, as authorized by Resolution R2024-1308, the County Administrator delegated authority to the Facilities, Development and Operations Department (FDO) Director to approve standard Assignments. The FDO Director approved the attached standard Assignments. Summit Fire acquired 1st Fire on July 24, 2024 and Hi-Tech LLC acquired Hi-Tech Inc. on March 11, 2025. The attached executed Assignments are now being submitted to the Board of County Commissioners (BCC) as receive and file agenda items. (FDO Admin) Countywide (MWJ)

Background and Justification: Resolution R2024-1308 allows the County Administrator or designee to execute Assignments to transfer professional service or construction contracts when a firm changes its name, merges, is acquired, or undergoes other changes affecting its legal identity. This delegation is designed to streamline the process, ensuring continuity of contracted services and timely processing of invoices under the successor entity. Since the services under these agreements remain necessary for the completion of the associated projects, the County's consent to the assignment ensures uninterrupted continuation of services.

Attachments:

- 1. Assignment for 1st Fire and Security, Inc and Summit Fire & Security, LLC
 - 2. Assignment for Hi-Tech Roofing & Sheetmetal, Inc. and Hi-Tech Roofing & Sheetmetal, LLC
-

Recommended By: _____	Jason Crosby A	<small>Digitally signed by Jason Crosby A. DN: cn=Crosby, DC=pbccgov, OU=Enterprise, OU=Users, CN=Jason Crosby A., email=jcrosby@pbcc.gov I am the author of this document Date: 2025.11.25 13:19:46-05'00' Print PDF Editor Version: 12.1.0</small>
	Department Director	Date
Approved By: _____		12/4/25
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget:	Yes	<u>X</u>	No	<u> </u>
Is this item using Federal Funds:	Yes	<u> </u>	No	<u>X</u>
Is this item using State Funds:	Yes	<u> </u>	No	<u>X</u>

Budget Account No:

Fund	<u>3804</u>	Dept	<u>411</u>	Unit	<u>B622</u>	Object	4907	\$75,000	Work Order 24-001
Fund	<u>3804</u>	Dept	<u>411</u>	Unit	<u>B739</u>	Object	4907	\$56,295.00	Work Order 24-001
Fund	<u>3804</u>	Dept	<u>411</u>	Unit	<u>B676</u>	Object	4907	\$49,490.00	Work Order 24-003
Fund	<u>4001</u>	Dept	<u>720</u>	Unit	<u>2410</u>	Object	4615	– Water Utilities SROC Contract	

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

Work Orders 24-001 and 24-003 and contract for Water Utilities SROC are encumbered. Individual Task Assignments 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:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lisa M. ... 11/24/2025
OFMB *MA 11/24*

nts: Brands Znach 12/1/25
Contract Development and Control 25.11.25.25
11-25-25 TL

B. Legal Sufficiency:

Legal Sufficiency: [Signature] 12/1/25
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY
AND 1st FIRE & SECURITY, INC
AND SUMMIT FIRE & SECURITY, LLC
FOR Annual Contract – Fire Alarm Repair & Replacement, PROJECT #20113 AND
Work Orders #24-001 & 24-003

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of May 20, 2025 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); 1st Fire & Security, Inc., a Florida corporation (ASSIGNOR) whose Federal ID is 80-0079555; and Summit Fire & Security, LLC, a Delaware limited liability company (ASSIGNEE) whose Federal ID is 83-1319508 (individually Party and collectively Parties).

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 CONTRACT, 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 CONTRACT, as defined below, 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 - CONTRACT - The contract to be assigned is the annual contract with County for Fire Alarm Repair and Replacement dated June 2, 2020, number R2020-0568 and work orders number 24-001 and 24-003 issued under this annual contract between the COUNTY and the ASSIGNOR (collectively, CONTRACT).

Section 2 - Assignment Date - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACT to ASSIGNEE, as of July 24, 2024 (Assignment 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 CONTRACT with the 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, obligations and interest in, to, and under the CONTRACT and hereby expressly assumes the performance of each of the terms, conditions, covenants, obligations, liabilities and duties of the ASSIGNOR under the CONTRACT, effective as of and beginning on, the Assignment Date and ASSIGNEE hereby assumes and agrees to pay all debts, obligations, and liabilities of ASSIGNOR under the CONTRACT that accrue before, on or after the Assignment Date of this ASSIGNMENT. ASSIGNEE shall assume all responsibility for any warranty or guarantee under the CONTRACT which assumption shall include the guarantee or warranty of the performance of the CONTRACT 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 the COUNTY relating to ASSIGNOR and all such rights are reserved by the 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 Assignment 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 Assignment Date. In order to transition work in process payments, each invoice, payment certification and requisition, or other request for payment due, received by the COUNTY before the Assignment Date, regardless of the dates of services or work performed, will be processed by the COUNTY and if approved, paid to ASSIGNOR. Each invoice, payment certification and requisition, or other request for payment received by the COUNTY on or after the Assignment Date, regardless of the dates of service or work performed, shall be processed by the COUNTY and if approved, shall be paid to ASSIGNEE.

Section 6 - Hold Harmless and Indemnity - In the event the 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 the 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 CONTRACT beginning on the Assignment 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 CONTRACT beginning on the Assignment Date. 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 Assignment Date, any and all notices required under the CONTRACTS and all payments to be paid under the CONTRACTS will be delivered to ASSIGNEE, at:

Khameel Singh,
Branch Manager
610 1st Street
Vero Beach, Fl. 32960
Phone: 772.794.2220

Section 10 - Effective Date - This ASSIGNMENT is effective on the date executed by the County (Effective Date).

Section 11 - Authority - The undersigned signatory for ASSIGNOR does hereby attest and affirm that the signatory 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.

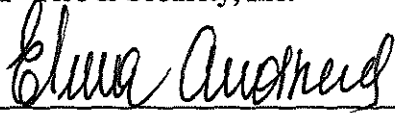
Section 14 - Counterparts - This ASSIGNMENT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ASSIGNMENT. The COUNTY may execute the ASSIGNMENT through electronic or manual means. ASSIGNOR and ASSIGNEE shall execute by manual means only, unless the COUNTY provides otherwise.

Assignment Assumption and Consent Agreement

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this ASSIGNMENT on behalf of the COUNTY, and ASSIGNOR and ASSIGNEE have hereunto set their respective hands the day and year above written.

ASSIGNOR:

1st Fire & Security, Inc.



Print name: Elena Andrews

Title: President

(Corp. Seal)

ASSIGNEE:

Summit Fire & Security, LLC

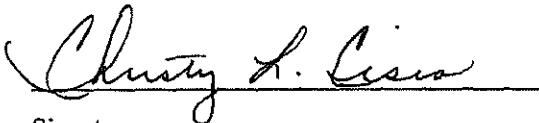


Print name: Nicholas Brown

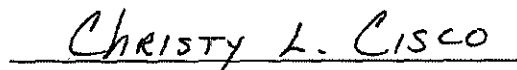
Title: President

(Corp. Seal)

ATTEST WITNESS:



Signature

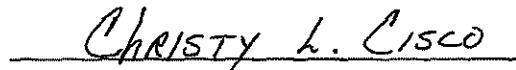


Name (type or print)

ATTEST WITNESS:



Signature



Name (type or print)

{SIGNATURE PAGES CONTINUED}

COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

APPROVED AS TO TERMS
AND CONDITIONS

By: Mark Broderick
Mark Broderick
Director, FDO Business Operations

By: Isami Ayala-Collazo
Isami Ayala-Collazo, Director
Facilities Development & Operations

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Michael W. Jones
Michael Jones
Chief Assistant County Attorney

ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY
AND HI-TECH ROOFING & SHEETMETAL, INC.
AND HI-TECH ROOFING & SHEETMETAL, LLC
FOR Water Utilities South Region Operation Center (SROC), Water Treatment Plant
(WTP) #3 - Roof Replacements Contract,
Project # 2021-017947-R1

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of 9.2.25 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); Hi-Tech Roofing & Sheetmetal, Inc., a Florida corporation (ASSIGNOR) whose Federal ID is 65-1053613; and Hi-Tech Roofing & Sheetmetal, LLC, a Florida limited liability company (ASSIGNEE) whose Federal ID is 65-1053613 (individually Party and collectively Parties).

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 CONTRACT, 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 CONTRACT, as defined below, 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 - CONTRACT - The contract to be assigned is the Water Utilities SROC, WTP #3 Roof Replacements contract with County to replace the roof systems at Water Utilities, dated September 17, 2024, number R2024-1207 (CONTRACT).

Section 2 - Assignment Date - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACT to ASSIGNEE, as of March 12, 2025 (Assignment 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 CONTRACT with the 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, obligations and interest in, to, and under the

CONTRACT and hereby expressly assumes the performance of each of the terms, conditions, covenants, obligations, liabilities and duties of the ASSIGNOR under the CONTRACT, effective as of and beginning on, the Assignment Date and ASSIGNEE hereby assumes and agrees to pay all debts, obligations, and liabilities of ASSIGNOR under the CONTRACT that accrue before, on or after the Assignment Date of this ASSIGNMENT. ASSIGNEE shall assume all responsibility for any warranty or guarantee under the CONTRACT which assumption shall include the guarantee or warranty of the performance of the CONTRACT 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 the COUNTY relating to ASSIGNOR and all such rights are reserved by the 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 Assignment Date of this ASSIGNMENT.

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Section 6 - Hold Harmless and Indemnity - In the event the 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 the 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 CONTRACT beginning on the Assignment 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 CONTRACT beginning on the Assignment Date. 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 Assignment Date, any and all notices required under the CONTRACTS and all payments to be paid under the CONTRACTS will be delivered to ASSIGNEE, at:

Michael Daley
General Manager
3391 Palm Court
Jupiter, Fl. 33469
Phone: 561.586.3110

Section 10 - Effective Date - This ASSIGNMENT is effective on the date executed by the County (Effective Date).

Section 11 - Authority - The undersigned signatory for ASSIGNOR does hereby attest and affirm that the signatory 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.

Section 14 - Counterparts - This ASSIGNMENT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ASSIGNMENT. The COUNTY may execute the ASSIGNMENT through electronic or manual means. ASSIGNOR and ASSIGNEE shall execute by manual means only, unless the COUNTY provides otherwise.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this ASSIGNMENT on behalf of the COUNTY, and ASSIGNOR and ASSIGNEE have hereunto set their respective hands the day and year above written.

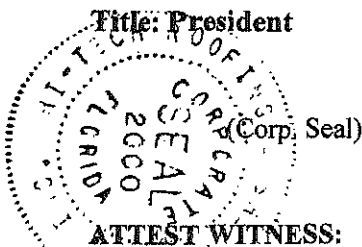
ASSIGNOR:

Hi-Tech Roofing & Sheetmetal, Inc.



Print name: Michael Daley

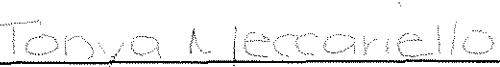
Title: President



ATTEST WITNESS:




Signature



Name (type or print)

ASSIGNEE:

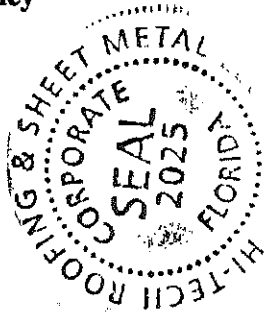
Hi-Tech Roofing & Sheetmetal, LLC



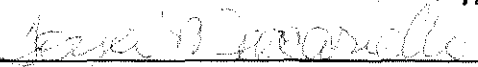
Print name: Michael Daley

Title: General Manger

(Corp. Seal)



ATTEST WITNESS:



Signature



Name (type or print)

{SIGNATURE PAGES CONTINUED}

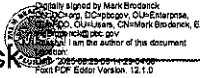
Assignment Assumption and Consent Agreement

COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Mark Broderick
Mark Broderick
Director, FDO Business Operations



By: Jason Crosby A.
Jason Crosby, Acting Director
Facilities Development & Operations

Digitally signed by Jason Crosby A.
DN: DC=org, DC=pbccgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jason Crosby A., E=JCrosby@pbccgov.org, c=US. I am the author of this document.
Date: 2025.09.02 11:57:59-04'00'

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Michael W. Jones
Michael Jones
Chief Assistant County Attorney

