

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF CONTRACT (#11RFP78733K-NH)**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT (#11RFP78733K-NH) (hereinafter, “Agreement”) is entered into as of the 1st day of March, 2023, between **EYP, Inc.**, a Massachusetts corporation (“EYP”), and **Page Southerland Page, Inc.**, a Delaware corporation (“Page”), and **Fulton County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as “the County”).

WHEREAS, October 5, 2011, as Agenda Item # 11-0901, the County, through its Board of Commissioners, approved a contract with Stanley Beaman & Sears, Inc., predecessor in interest to EYP, (“Contract”), to provide professional wayfinding services for the Atlanta-Fulton Library system; and

WHEREAS, August 15, 2018, as Agenda Item # 18-0547, the County, through its Board of Commissioners, approved a name change and authorized the County’s Department of Purchasing & Contract Compliance to reflect the name change of Stanley Beaman & Sears, Inc. to EYP, Inc. and no further changes were made to the Contract; and

WHEREAS, pursuant to Article 29 (Assignability) of the Contract, EYP is prohibited from assigning the Contract without the express written consent of the County; and

WHEREAS, EYP has notified the County that on or about June 22, 2022, it closed an Asset Purchase Agreement with Page, pursuant to which Page will purchase substantially all of EYP’s assets as part of a Chapter 11 Bankruptcy proceeding, *In re: EYP Group Holdings, Inc. et al*, pending in the United States Bankruptcy Court for the District of Delaware, as Case No. 22-01367 (MFW); and

WHEREAS, EYP and Page have requested that the County consent to this assignment of the Contract from EYP to Page and the County is agreeable to the same; and

WHEREAS, effective as of the County granting its consent by execution of this document, EYP will assign to Page all rights and responsibilities relating to the Contract, including, without limitation, the Contract, approved by the County on October 5, 2011, as amended, between Fulton County and Stanley Beaman & Sears, Inc., together with any amendments, addendums, purchase orders, and all other documents incorporated into the heretofore described Contract; and

WHEREAS, upon the assignment, as approved by the Parties, Page will assume the duties, obligations, responsibilities, rights and remedies of EYP under the Contract.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Subject to EYP and Page providing proof of the Closing and the Transaction to the County, and subject to the terms, conditions and limitations set forth in the Contract, the County hereby:

(a) consents to the assignment of the Contract in connection with the Transaction to EYP and Page, and confirms that:

(i) the Contract is, upon the date of execution of this Agreement, in full force and effect, and

(ii) upon the date of execution of this Agreement, there is no breach or default under the Contract that is attributable to EYP, and

(iii) no additional consents are required in connection with the assignment of the Contract in connection with the Transaction, and

(b) agrees that EYP, to the extent EYP is not in default of the terms, conditions and obligations of the Contract at the time of execution of this Agreement, is released from any further obligation under the Contract, and

(c) agrees to consent to the assignment and assumption of the Contract in its entirety to Page.

2. Acceptance and Assumption. **Page Southerland Page, Inc.**, subject to the terms, conditions and limitations set forth in Contract, and execution of all documents required by the County, hereby irrevocably agrees to and accepts the assignment and assumption of the Contract.

3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon **Page Southerland Page, Inc.**, and any future assignment of the Contract must abide by the conditions set forth in Article 29 (Assignability) of the Contract.

4. Governing Law. This assignment and assumption of the Contract and any dispute arising under this Agreement shall be governed by, construed in accordance with and enforced under the laws of the State of Georgia, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

5. Conflicts. The parties agree that the sole purpose of this Agreement is to evidence the assignment and the assumption of the Contract. This Agreement shall not be interpreted or otherwise construed, to, and does not, alter, increase, or diminish in any respects the parties' rights, obligations and liabilities set forth in the Contract. This Agreement is made without any representation or warranty, express or implied, by any party. In the event of any conflict between the terms and conditions of this Agreement and the Contract, the terms and conditions of the contract shall govern.

6. Amendments and Waivers. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by each of the parties. All waivers of rights under this Agreement shall be in writing, and no waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Severability of Provisions. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect.

8. Further Assurances. Each party hereby agrees to take any and all additional actions and to execute, acknowledge, and deliver any and all documents, in each case which each party may reasonably request in order to carry out the provisions and purposes of this Agreement.

9. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person or entity other than to the parties and their respective successors and permitted assigns.

10. Notices. The provisions of Article 34 of the Contract shall apply to this Agreement.

11. Execution. Each party has caused this acknowledgement to be executed by its authorized representative.

[Continued on Following Page]

So agreed, this 1st day of March, 2023.

OWNER:

ASSIGNOR CONTRACTOR:

FULTON COUNTY, GEORGIA

EYP, INC.

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Commission Chair
Board of Commissioners

DocuSigned by:

Veronique Pryor

Veronique Pryor,
Principal

ATTEST:

ATTEST:

DocuSigned by:

Tonya Grier

Tonya R. Grier, DocuSigned by:
Clerk to the Commission

(Affix Corporate Seal)



Julie Rusk

Secretary/
Assistant Secretary

(Affix Corporate Seal)



APPROVED AS TO FORM:

ASSIGNEE CONTRACTOR:

Page Southerland Page, Inc.

DocuSigned by:

Denval Stewart

Denval Stewart, County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Veronique Pryor

Veronique Pryor,
Principal

ATTEST:

Julie Rusk

Secretary/
Assistant Secretary

(Affix Corporate Seal)



DocuSigned by:

Joseph Davis

Joseph Davis, Director
Department of Real Estate and Asset
Management

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2023-0148	RCS: 3/1/2023 Regular Meeting	2023-0148	RM:
RECESS MEETING		REGULAR MEETING	

23-0146 Board of Commissioners
COMMISSION ON DISABILITY AFFAIRS (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

The Commission on Disability Affairs shall consist of a total of sixteen (16) members to serve staggered two (2) year terms and appointed as follows:

Each member of the Board of Commissioners shall appoint two (2) members; one of them said appointees shall have an initial term, of one (1) year; No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Commission for Disability Affairs; The Commission on Disability Affairs shall appoint two (2) members, who receive the consent of the majority of the members of the Commission on Disability Affairs and one (1) of the appointees shall have an initial term of one (1) year.

The Commission on Disability Affairs appointees shall be made for the purpose of maintaining diversity.

Term = Staggered two (2) year terms

Commissioner Abdur-Rahman nominated Vernitia Shannon for a District reappointment to a term ending December 31, 2024.

23-0147 Board of Commissioners
HOUSING AUTHORITY OF FULTON COUNTY (REMOVED)

Nine (9) members serve on this authority. Seven (7) regular members (each Commissioner appoints one person to serve) and two (2) housing resident members are appointed by the Board of Commissioners. The enabling statute calls the Housing Authority Board members "Commissioners."

Term = 5 Years for BOC Appointees
 1 Year for Resident Members

Term below expired: 7/13/2019
 Stuart S. Canzeri (**Morris**)

Commissioner Commissioner Barrett has nominated Lauren Waits for a District appointment to a term ending July 13, 2024.

Open & Responsible Government

23-0148 Real Estate and Asset Management
 Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of EYP, Inc., to Page Southerland Page, Inc. Inc. Effective upon BOC approval. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**