

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF CONTRACT (21ITB1302418C-CG)**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT (#11RFP78733K-NH) (hereinafter, "Agreement") is entered into as of the _____ day of September, 2023, between **Work Order Management, LLC**, a Georgia limited liability company ("WOM"), formerly known as Talon Property Services, LLC ("Talon"), and **Liquid Services and Logistics LLC**, a Delaware limited liability company authorized to transact business in the State of Georgia ("LS&L"), and **Fulton County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as "the County").

WHEREAS, on November 3, 2021, as Agenda Item # 21-0874, the County, through its Board of Commissioners, approved a contract with Talon (the "Contract") to provide stand-by plumbing and repair services to the County; and

WHEREAS, on October 5, 2022, as Agenda Item # 22-0732, the Contract was renewed; and

WHEREAS, on or about August 19, 2022, LS&L acquired certain assets of Talon, including the Contract; and

WHEREAS, pursuant to Article 23 (Assignability) of the Contract, Talon is prohibited from assigning the Contract without the express written consent of the County; and

WHEREAS, on or about August 22, 2022, Talon changed its name to WOM; and

WHEREAS, Talon, now known as WOM, and LS&L have requested that the County consent to this assignment of the Contract from Talon, now known as WOM, to LS&L and the County is agreeable to the same; and

WHEREAS, effective as of the County granting its consent by execution of this document, Talon, now known as WOM, will assign to LS&L all rights and responsibilities relating to the Contract, including, without limitation, the Contract approved by the County on November 3, 2021, between Fulton County and Talon, now known as WOM, 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, LS&L will assume the duties, obligations, responsibilities, rights and remedies of Talon, now known as WOM, 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. The County hereby:

(a) consents to the assignment of the Contract to LS&L and Talon, now known as WOM, 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 Talon, now known as WOM, and

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

(b) agrees that Talon, now known as WOM, to the extent Talon, now known as WOM, 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 LS&L.

2. Acceptance and Assumption. LS&L, subject to the terms, conditions and limitations set forth in the 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 LS&L and any future assignment of the Contract must abide by the conditions set forth in Article 23 (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 28 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 _____ day of November, 2022.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Commission Chair
Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

Joseph Davis, Director
Department of Real Estate and Asset
Management

ASSIGNOR CONTRACTOR:

**Work Order Management, LLC, a
Georgia limited liability company,
formerly known as Talon Property
Services, LLC**



**Robert Heller
Owner**

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ASSIGNEE CONTRACTOR:

**Liquid Services and Logistics LLC,
a Delaware limited liability
company**



**Taylor Harbison
President**

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)