

ASSIGNMENT OF WATER TESTING SERVICES AGREEMENT

THIS ASSIGNMENT is made this _____ day of _____, 20____, by and between Flowers Chemical Laboratories, Inc. a Florida corporation, as Assignor, and Eurofins Environment Testing Southeast, LLC, a Delaware corporation, as Assignee.

The Assignor, in consideration of the covenants and agreements contained herein, assigns and transfers to Assignee the Water Testing Agreement (hereinafter “Agreement”), dated December 10, 2021, executed by Flowers Chemical Laboratories, Inc., contractor and by the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter “City”).

1. The Assignor assigns and transfers unto the Assignee all of its right, title, and interest in and to the Agreement, subject to all the conditions and terms contained in the Agreement. A copy of the Agreement is incorporated by reference.
2. The Assignor herein expressly agrees and covenants that it is the lawful and sole owner of the interest assigned herein; that this interest is free from all encumbrances; and that it has performed all duties and obligations and made all payments required under the terms and conditions of the Agreement.
3. The Assignee herein expressly agrees herein to be liable for all the duties and obligations required by the terms of the Agreement. The Assignee expressly agrees to assume and perform all duties and obligations required by the terms of the Agreement.
4. In the event Assignee files any form of bankruptcy, City shall be entitled to immediate termination of the automatic stay provisions of 11 U.S.C. §362, granting the City complete relief and allowing the City to exercise all of its legal and equitable rights and remedies, including, without limitation, the right to terminate the Agreement and dispossess Assignee from the demised premises in accordance with Florida law. Additionally, Assignee agrees not to directly or indirectly oppose or otherwise defend against the City’s effort to gain relief from any automatic stay. The City shall be entitled as aforesaid to the lifting of the automatic stay without the necessity of an evidentiary hearing and without the necessity or requirement of the City to establish or prove the value of the Agreement, the lack of adequate protection of its interest in the Agreement, or the lack of equity in the same. Assignee specifically agrees and acknowledges that the lifting of the automatic stay hereunder by the appropriate bankruptcy court shall be deemed to be “for cause” pursuant to section 362(d)(1).
5. No later than the effective date of this assignment, the Assignee herein expressly agrees to provide to the City proof of the insurance coverage required by the Agreement.

ASSIGNOR: Flowers Chemical Laboratories, Inc.

Witness as to Assignor

By: _____

Witness as to Assignor

ASSIGNEE: Eurofins Environment Testing Southeast, LLC

Witness as to Assignee

By: _____

Witness as to Assignee

State of _____ }
County of _____ }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, _____
(Flowers Chemical Laboratories, Inc.) to me personally known or who provided _____ as photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this _____ day of _____, 2022.

Notary Public, State of _____

My Commission Expires:

State of _____ }
County of _____ }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, _____
(Eurofins Environment Testing Southeast, LLC) to me personally known or who provided _____ as photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this _____ day of _____, 2022.

Notary Public, State of _____

My Commission Expires:

CONSENT OF CITY

The City of Key West, Florida, a municipal corporation, a party to the Water Testing Agreement dated December 10, 2021, and referred to in the Assignment above, herein expressly consents to that Assignment.

The City also consents to the agreement by the Assignee to assume, after the effective date of the Assignment, the performance of all duties and obligations as set forth in the Agreement and accept Assignee as contractor in the place of Flowers Chemical Laboratories, Inc. alone.

City's consent herein is expressly contingent upon City's receipt of the proof of insurance referred to herein above.

CITY OF KEY WEST, FLORIDA

Witness as to City

By: _____
Patti McLauchlin, City Manager

ATTEST:

Witness as to City

Cheryl Smith, City Clerk

State of Florida }
County of Monroe }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Patti McLauchlin (**City of Key West**), to me personally known or who provided _____ as photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this _____ day of _____, 2022.

Notary Public, State of Florida

My Commission Expires: