

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”), is entered into as of this ___ day of November, 2021, by and between the City of Pompano Beach, a municipal corporation (“Assignor or City”), and the Pompano Beach Community Redevelopment Agency, a body corporate and politic (“Assignee or CRA”), and MBR Construction, Inc., a Florida Profit Corporation (“Contractor”).

RECITALS

WHEREAS, the City issued RFP No. P-18-21 for a contractor to provide labor, equipment and materials for streetscape improvements on NE 2d Street (a.k.a. Pier Street West) from State Road A.1.A. to Riverside Drive (the “Project”); and

WHEREAS, as a result of the City’s solicitation, the City entered into a contract with MBR Construction, Inc. (the “Contract”); and

WHEREAS, the Project was always intended to be a CRA project and the solicitation was inadvertently issued on behalf of the City rather than the CRA; and

WHEREAS, in order for the CRA to fund the Project, the Contract needs to be assigned by the City to the CRA; and

WHEREAS, the City desires to assign all of its rights, title and interest in the Contract as the Owner to the CRA and the CRA desires to assume, observe and perform all of the terms, covenants and conditions to be observed or performed by the Owner under the Contract; and

WHEREAS, the parties acknowledge that such assignment must be approved by the CRA.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated by herein by reference.
2. City and CRA Approval. This Assignment is made pursuant to Article 10 of the Contract.
3. Assignment. Subject to all of the terms, provisions, conditions, obligations, covenants, and agreements contained or referred to in the Contract to be observed and performed by the City (collectively, the “City’s Obligations”), does hereby assign, transfer, and convey to the CRA all of the City’s right, title, and interest in the Contract.

4. Assumption. The CRA hereby accepts the assignment of the Contract and assumes and agrees to observe and perform all of the City's Obligations, as fully and completely as though the CRA was the original Owner under the Contract.

5. Amendment. This Assignment shall not be modified except by written instrument subscribed to by the City and the CRA. Except as specifically amended by this Assignment, all of the terms, provisions, agreements, covenants and conditions contained in the Contract are and shall remain, unchanged and in full force and effect.

6. Heading. The sections and paragraph heading contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

7. Governing Law; Binding Effect. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law principles. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be made as of the date first written above.

CITY OF POMPANO BEACH, ASSIGNOR

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY, ASSIGNEE**

By: _____
REX HARDIN, CHAIRPERSON

By: _____
GREGORY P. HARRISON,
EXECUTIVE DIRECTOR

ATTEST:

Marsha Carmichael, Secretary

Approved as to Form:

Claudia M. McKenna, CRA Attorney

CONSENT TO ASSIGNMENT AND ASSUMPTION

MBR Construction, Inc., the party to the Contract referred to as the Contractor, and pursuant to Article 10 of the Contract, hereby consents to the Assignment and Assumption of the Contract by the City to the CRA, and agrees to comply with all duties requirements and responsibilities on behalf of the Assignee, as set forth within the Contract between the original parties.

MBR CONSTRUCTION, INC., CONTRACTOR

By:  _____
Michael Boss, President