

ASSIGNMENT OF AGREEMENT NO. 24-01

BETWEEN

BROWARD METROPOLITAN

PLANNING ORGANIZATION

AND

CHERRY BEKAERT ADVISORY LLC FOR

**FINANCIAL AND ACCOUNTING SERVICES FOR
METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE (MTECC)**

This Assignment of the Agreement ("Assignment") with Cherry Bekaert Advisory LLC (the "Contractor") for financial and accounting services (the "Agreement") is entered into this ___ day of January 2025 (the "Effective Date") by and among the **Broward Metropolitan Planning Organization**, hereinafter referred to as "BMPO",

AND

The **Metro Transportation Engineering and Construction Cooperative**, hereinafter referred to as "MTECC",

AND

Cherry Bekaert Advisory LLC, as Consultant under the Agreement, and together with BMPO and MTECC, hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the BMPO solicited offers from firms to provide the required expertise in connection with providing financial and accounting services for MTECC; and

WHEREAS, the BMPO selected Cherry Bekaert Advisory LLC, as Contractor under the Agreement, which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, MTECC and BMPO have agreed that BMPO shall assign the Agreement to MTECC; and

WHEREAS, MTECC is willing to assume the obligations of BMPO under the Agreement; and

WHEREAS, Contractor is willing to release BMPO under the Agreement and substitute MTECC as a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants and the faithful performance of all such covenants and conditions the BMPO, MTECC and Contractor agree as follows:

1. The Parties incorporate by reference the WHEREAS clauses set forth above as if fully set forth herein.
2. The term of this Assignment shall commence on the Effective Date and remain in full force and effect unless or until the Agreement expires or is earlier terminated as provided in the Agreement.
3. Assignment, Assumption and Release.
 - a. *Assignment.* As of the Effective Date, BMPO irrevocably assigns and transfers to MTECC all of BMPO's rights and interests in and to the Agreement.
 - b. *Assumption.* MTECC (i) unconditionally accepts such assignment and assumes all of BMPO's duties, liabilities, and obligations under the Agreement; (ii) releases BMPO from all duties, liabilities, and obligations under the Agreement; and (iii) agrees to pay, perform, and discharge, as and when due, all of the obligations of BMPO under the Agreement accruing on and after the Effective Date.
 - c. *Release.* As of the Effective Date, Contractor releases BMPO from its duties and obligations under the Agreement and accepts the assignment of MTECC under the Agreement. All references in the Agreement to BMPO shall be substituted for MTECC.
4. Notices. Whenever any Party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

- a. Contractor: Danny Martinez
Cherry Bekaert Advisory LLC
3800 Glenwood Avenue, Suite 200
Raleigh, NC 27612

With A copy to:

General Counsel
Cherry Bekaert Advisory LLC
3800 Glenwood Avenue, Suite 200
Raleigh, NC 27612

- b. MTECC: Lowell R. Clary, Executive Director
Metro Transportation Engineering and Construction
Cooperative
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309

With a copy to:

Matthew Pearl, Esq., MTECC General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.
200 Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

5. Headings and References. All captions, titles, and headings in this Assignment are provided for reference and convenience, and are neither intended to nor affect the meaning or interpretation of any provisions herein.
6. Entire Agreement. This Assignment, together with the Agreement attached as Exhibit "A", is the sole and entire agreement of the Parties regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

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**ASSIGNMENT OF
AGREEMENT BETWEEN**

**THE BROWARD METROPOLITAN
PLANNING ORGANIZATION
AND
CHERRY BEKAERT ADVISORY LLC
FINANCIAL AND ACCOUNTING SERVICES FOR METRO
TRANSPORTATION
ENGINEERING AND CONSTRUCTION COOPERATIVE (MTECC)**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BMPO, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, MTECC signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, and CONTRACTOR, signing by and through its _____, attested to and duly authorized to execute same.

“BMPO”

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By _____
Yvette Colbourne, Chair

____ day of _____, 2025

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE BMPO ONLY:

By: _____
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Bierman PL

“MTECC”

**METRO TRANSPORTATION
ENGINEERING & CONSTRUCTION
COOPERATIVE**

By: _____
Lowell R. Clary, Executive Director

By _____
Chair

____ day of _____, 2025

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE MTECC ONLY:

By: _____
Matthew Pearl, MTECC General Counsel
Weiss Serota Helfman Cole & Bierman PL

"CONTRACTOR"

WITNESS:

CHERRY BEKAERT ADVISORY LLC,

By: J Watkins

Print Name: Jenny Watkins

By: Janette D Schwartz

Name: Janette D. Schwartz

Title: Partner

By: Vicky Larson

Print Name: Vicky Larson

13th day of March, 2025