

G.B. 5/13/20 Agenda Item C-8a
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”), dated as of May 1, 2020 by and among County of Marin (“County”), Marin Emergency Radio Authority (“MERA”) and Federal Engineering, Inc. (“FE”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Professional Services Contract.

W I T N E S S E T H

WHEREAS, County and FE entered into a Professional Services Contract dated January 3, 2017, attached hereto as **Exhibit A**, as amended by that First Amendment dated July 23, 2019, as further amended by that Second Amendment dated January 28, 2020 (together, the “Contract”), attached hereto as **Exhibit B**;

WHEREAS, County entered into the Contract on behalf of MERA and the Contract provides that FE was to provide wireless communications services for the MERA Next Generation radio system implementation;

WHEREAS, MERA desires to assume and manage the Contract and to assume all rights, duties and obligations under the Contract and County agrees to assign all of its rights, duties and obligations in the Contract to MERA; and

WHEREAS, although not required by Contract, FE consents to such assignment, delegation and assumption.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County, MERA and FE agree as follows:

1. **ASSIGNMENT.**

County hereby assigns, transfers and conveys to MERA all of County’s rights, title, and interest in and to the Contract effective on July 1, 2020 (the “Effective Date”).

2. **ACCEPTANCE AND ASSUMPTION.**

- a. MERA hereby accepts from County the assignment of the Contract, and henceforth MERA is entitled to all of the rights and benefits accruing to County under the Contract.
- b. MERA hereby assumes and agrees to be bound by all obligations, duties, and responsibilities of County under the Contract, including, without limitation, hold harmless and indemnification obligations, accruing, arising out of, or relating to events or occurrences from and after the Effective Date, and MERA is responsible to perform all obligations, duties, and responsibilities of County that are to be performed on and after the Effective Date under the Contract.
- c. The Parties hereby acknowledge that FE’s consent to the assignment and assumption of the Contract to MERA does not waive any rights FE may have to take action with respect to the performance of the covenants, obligations and agreements of County under the

Contract prior to the Effective Date or any breaches of the County prior to the Effective Date.

3. **CONSENT.**

FE consents to the assignment as set forth in Paragraph 1 and 2 to this Assignment. FE hereby confirms that as of the Effective Date of this Assignment, the Contract is in full force and effect and no default is outstanding.

4. **RELEASE AND DISCHARGE.**

FE releases and discharges County from any and all obligations and liabilities owed to FE on or after the Effective Date under the Contract, except for payments on outstanding invoices and payments for services rendered before Effective Date. Notwithstanding anything in this Assignment to the contrary, County shall be bound by all obligations, duties, and responsibilities of County under the Contract, including, without limitation, hold harmless and indemnification obligations, accruing, arising out of, or relating to events or occurrences before the Effective Date. For FE services performed before the Effective Date but invoiced on or after the Effective Date, MERA agrees to reimburse County for any such sums paid by the County. Amounts owed for such services are subject to the terms and conditions of the Contract.

5. **NOTICES.**

Any notices required to be given to MERA under this Assignment or the Contract shall be delivered to

Marin Emergency Radio Authority
c/o Town of Corte Madera
300 Tamalpais Drive
Corte Madera, CA 94925
Attention: Executive Officer

6. **ENTIRE AGREEMENT.**

This Assignment contains the entire understanding between the parties relating to the transaction contemplated by this Assignment. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Assignment and shall be of no further force or effect. No party has been induced to enter into this Assignment by, nor is any party relying on, any representation or warrant outside those expressly set forth in this Assignment. This Assignment is binding on and inures to the benefit of the respective successors, assigns and representatives of each of the parties.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their duly authorized officers as follows:

MARIN EMERGENCY RADIO
AUTHORITY

Richard Pearce, President, Governing Board

Date: _____

COUNTY OF MARIN

Katie Rice, President, Board of Supervisors

Date: _____

Attest:

Susan White, Clerk, Board of Supervisors

Date: _____

FEDERAL ENGINEERING

Ronald Bosco, President and CEO

Date: _____

EXHIBIT 'A'

PROFESSIONAL SERVICES CONTRACT DATED JANUARY 3, 2017

EXHIBIT 'B'

**FIRST AMENDMENT DATED JULY 23, 2019 AND SECOND AMENDMENT DATED
JANUARY 28, 2020**