



ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made as of the ____ day of _____ (“Agreement”) by and among BonTerra Consulting, with an address of 2 Executive Circle, Suite 175, Irvine, CA 92614, (“Assignor”), Psomas, a California Corporation, with an address of 555 S. Flower Street, Suite 4300, Los Angeles, CA 90071, (“Assignee”), and the County of Orange, a political subdivision of the State of California, with an address of 13042 Old Myford Road, Irvine, California 92602 (“County”).

WHEREAS, Assignor and County entered into Contract OCP11-006 for on-call A/E Environmental, Planning and Regulatory Permitting professional Consultant Services, effective May 3, 2011, (the “Contract”); and

WHEREAS, Assignor had merged with Assignee, and Assignor thereby wishes to transfer and assign to Assignee its rights and obligations under the Contract to Assignee; and

WHEREAS, Assignee wishes to acquire the Contract and to continue to provide such Services to County in accordance with the terms and conditions of the Contract; and

WHEREAS, County is willing to release Assignor from the obligations under the Contract and to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the parties desire to substitute Assignee in place of Assignor with respect to the Contract;

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of November 15, 2013 (the “Effective Date”) all of Assignor’s title, right, obligations, and interest in, to and under the said Contract through May 2, 2015.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and agrees to assume all of Assignor’s duties and obligations in, to and under the Contract from and after the Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
3. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the effective date.
4. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Contract from and after November 15, 2013.
5. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.

6. Assignee agrees to defend and indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, to the extent resulting from and related to Assignee's performance under the Contract from and after the Effective Date.
7. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Contract to the extent of Assignor's obligations to the County under the Contract, and subject to the terms of the Contract prior to the Effective Date.
8. This Agreement constitutes the entire agreement concerning the assignment between the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
9. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

Psomas

By: Blake Marilla
 Name: Blake Marilla
 Title: LEL

BonTerra Consulting

By: Joan P Kelly
 Name: JOAN P Kelly
 Title: CEO

Psomas

By: Debra Lambeck
 Name: Debra Lambeck
 Title: Corporate Secretary

BonTerra Consulting

By: Kathleen Brady
 Name: Kathleen Brady
 Title: Secretary

COUNTY OF ORANGE

By: _____
 Name: _____
 Title: _____

APPROVED AS TO FORM
 OFFICE OF THE COUNTY COUNSEL
 ORANGE COUNTY, CALIFORNIA
 By: Michelle A. [Signature]
 Deputy
 Date: 11-12-13