

ASSIGNMENT OF AGREEMENT

This assignment and assumption ("Assignment") is made and entered into the 23rd of July, 2019, by and between The Hub for Direct Community Action ("Assignor"), and South Yuba River Citizen's League ("Assignee").

WHEREAS, the Assignor and the County of Nevada, (the "County"), entered an agreement dated June 12th, 2018 (the "Agreement"), a copy of which is attached as Exhibit A.

WHEREAS, under Section 12 of the Agreement relating to assignments, the Assignor may assign the Agreement to the Assignee with the written consent of the County.

NOW THEREFORE, the parties therefore agree as follows:

1. **ASSIGNMENT.** The Assignor assigns to the Assignee of all its rights, title, and interest, and delegates to the Assignee all of its obligations, responsibilities and duties under the Agreement. This transfer will become effective on May 28, 2019 (the "Effective Date"), and will continue until the current term of the Agreement terminates.

2. **ASSUMPTION OF RIGHTS AND DUTIES.** The Assignee accepts and after the Effective Date, shall assume all rights and duties under the Agreement. However, the Assignor remains responsible for obligations accruing before the Effective Date.

3. **INCONSISTENCY.** If there is a conflict between this Assignment and the Agreement, the terms of this Assignment will govern.

4. **AGREEMENT CONTINUANCE.** Except as expressly modified by the Assignment, all other terms in the Agreement remain in full effect and continue to bind the parties, including the prohibition against further assignment with the County's express written consent.

5. **ASSIGNOR'S REPRESENTATIONS.**

The Assignor represents that:

- a. it is the lawful and sole owner of the interest assigned under this Assignment;
- b. it has not previously assigned its rights under the Agreement;
- c. the interests assigned under this Assignment are free from all encumbrances; and
- d. it has performed all obligations under the Agreement.

6. **INDEMNIFICATION.**

a. The Assignee shall indemnify the County against all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense, resulting from the Assignee's performance under the Agreement after the Effective Date.

b. The Assignor shall indemnify the County against all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense, resulting from the Assignee's performance under the Agreement before the Effective Date.

7. **COUNTERPARTS.** The parties may execute this Assignment in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

8. SEVERABILITY. If any provision contained in this Assignment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision of this Assignment.

9. ENTIRE AGREEMENT. This Assignment, together with the Agreement, constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to its subject matter. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this Assignment are superseded by this Assignment. No party was induced to enter this assignment by, and no party is relying on, any statement, representation, warranty, or agreement of any other party except those set forth expressly in this Assignment.

10. HEADINGS. The descriptive headings of the sections and subsections of this Assignment are for convenience only, and do not affect this Assignment' construction or interpretation.

ASSIGNOR:

ASSIGNEE:

Laura Gerhart
Director
The Hub for Direct Community Action 501c3
Friends of Purdon Crossing project

Date

Melinda Booth
Executive Director
South Yuba River Citizen's League

Date

CONSENT

The County hereby acknowledges and consents to the above Assignment, and as of its Effective Date, releases the Assignor from all future obligation and liability under the Agreement. In executing its consent to this Assignment, the County does not release the Assignor from any claims or remedies it may have against the Assignor under the Agreement.

COUNTY:

Richard Anderson
Chair
Board of Supervisors

Date