

1                                   AGREEMENT FOR ASSIGNMENT OF RIGHTS  
2                                   AND DELEGATION OF DUTIES UNDER AGREEMENT NO. 17-477-1

3                   This Agreement for Assignment of Rights and Delegation of Duties (“Assignment”) is made and  
4 entered into this   25th   day of February, 2020, by and between County of Fresno, a political  
5 subdivision of the State of California (hereinafter called “COUNTY”), Drake Haglan & Associates, Inc.  
6 (hereinafter called “ASSIGNOR”) and Dewberry Engineers, Inc. DBA Dewberry | Drake Haglan  
7 (hereinafter called “ASSIGNEE”):

8                   A.       WHEREAS, COUNTY AND ASSIGNOR entered into Agreement No. 17-477, dated  
9 September 12, 2017 (hereinafter “SUBJECT AGREEMENT”) for ASSIGNOR to provide On-Call  
10 Engineering Services for various Public Works projects; and

11                  B.       WHEREAS, section XXXVI of SUBJECT AGREEMENT allows for assignment of the  
12 agreement by ASSIGNOR only with written consent of COUNTY; and

13                  C.       WHEREAS, the ASSIGNOR has been purchased and has become a wholly owned  
14 subsidiary of the ASSIGNEE on September 27, 2019; and

15                  D.       WHEREAS, ASSIGNOR wishes to assign, transfer and delegate all of its rights, benefits,  
16 responsibilities and obligations under SUBJECT AGREEMENT to ASSIGNEE; and

17                  E.       WHEREAS, ASSIGNEE represents that it is qualified to accept the assignment of rights  
18 and delegation of obligations of ASSIGNOR under SUBJECT AGREEMENT and agrees to each term  
19 and condition of SUBJECT AGREEMENT; and

20                  F.       WHEREAS, ASSIGNOR represents that it does not have any claims against COUNTY,  
21 including all claims for payments due other than retention owed, which will be paid to ASSIGNEE,

22                   NOW, THEREFORE, the parties hereby agree as follows:

23                  1.       ASSIGNMENT:

24                   ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR’s rights and interests and in and to  
25 SUBJECT AGREEMENT; and further delegates to ASSIGNEE all of ASSIGNOR’s duties, obligations of  
26 performance, and liabilities under the SUBJECT AGREEMENT.

27                  2.       ACCEPTANCE:

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1 A. ASSIGNEE hereby accepts from ASSIGNOR such assignment of the SUBJECT  
2 AGREEMENT, and  
3 B. ASSIGNEE agrees, as a direct obligation to COUNTY and without qualification or  
4 reservation of rights, to perform each and every one of ASSIGNOR's obligations and  
5 responsibilities under the SUBJECT AGREEMENT as though ASSIGNEE was the signatory  
6 party to the Agreement in lieu of ASSIGNOR. As such, ASSIGNEE agrees that its liability  
7 under the SUBJECT AGREEMENT shall include liability accruing as a result of  
8 ASSIGNOR's, as well as ASSIGNEE's, performance or failure to perform its obligations  
9 under the SUBJECT AGREEMENT. By its acceptance of said obligations of ASSIGNOR  
10 under the SUBJECT AGREEMENT, ASSIGNEE further agrees to hold ASSIGNOR  
11 harmless from any liability for performance or nonperformance of such obligations, from and  
12 after the effective date of this assignment throughout the remaining term of the SUBJECT  
13 AGREEMENT.

14 3. AUTHORIZATION:

15 Each person executing this agreement in a representative capacity hereby warrants and  
16 represents that he or she is authorized to do so and that his or her signature shall be binding on that  
17 party.

18 4. This Assignment shall be effective retroactive to September 27, 2019. The persons having  
19 authority to give and receive notices under this Agreement and their addresses include the following:

<u>COUNTY</u>	<u>ASSIGNEE</u>
Erin Haagenson, Senior Staff Analyst 2220 Tulare St., 7 <sup>th</sup> Floor Fresno, CA 93721 (559) 600-9908	Mike Pugh, P.E., S.E. 11060 White Rock Road, Suite 200 Rancho Cordova, CA 95670 (916) 363-4210 x 237

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective as of the date first above written.

**ASSIGNOR**

  
Dennis Haglan, Assistant Vice President  
Drake Haglan & Associates

**ASSIGNEE**

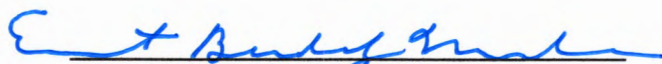
  
Darren R. Conner, CEO and President  
Dewberry Engineers Inc.

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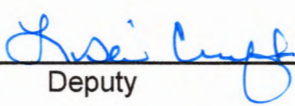
**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 COUNTY OF FRESNO

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6   
7 Ernest Buddy Mendes, Chairman of the  
8 Board of Supervisors of the County of Fresno

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10 **ATTEST:**  
11 Bernice E. Seidel  
12 Clerk of the Board of Supervisors  
13 County of Fresno, State of California

14 By:   
15 Deputy

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