

**ASSIGNMENT AND ASSUMPTION OF CONSULTING SERVICES AGREEMENT
AND CONSENT**

This Assignment and Assumption of Consulting Services Agreement and Consent (this “Assignment and Consent”), is entered into as of January 28, 2012 (the “Effective Date”), by and among Contra Costa County, a political subdivision of the State of California (“Assignor” or “County”), Contra Costa Transportation Authority, a local transportation authority (“Assignee” or “CCTA”), and Parsons Transportation Group Inc., an Illinois corporation (“Consultant”).

RECITALS

A. Assignor and Consultant entered into that certain Consulting Services Agreement, dated May 10, 2011, (the “Agreement”), between Assignor and Consultant, and

B. Pursuant to the Agreement, Consultant is to conduct a study to determine the ultimate concept and alignment for State Route 239, in the context of the regional transportation network that includes County, San Joaquin County, Alameda County, Brentwood, Byron, Tracy, and the unincorporated community of Mountain House in San Joaquin County, and

C. Assignee is better situated to administer the Agreement and Assignor desires to assign all of its rights and obligations in, to and under the Agreement to Assignee, and Assignee desires to assume all of Assignor’s rights and obligations in, to and under the Agreement, and

D. Consultant desires to consent to Assignor’s assignment of its rights and obligations under the Agreement to Assignee, and to Assignee’s assumption of Assignor’s rights and obligations under the Agreement, and to agree to Assignee becoming its counterparty under the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Consultant hereby agree as follows:

1. Assignment of Agreement. As of the Effective Date, Assignor hereby transfers, assigns and conveys all of Assignor's right, title and interest in, to and under the Agreement to Assignee.

2. Assumption of Agreement.

a. Assumption. As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Agency and County pursuant to the Agreement accruing on and after the Effective Date, and confirms that as of the Effective Date it shall be deemed a party to the Agreement and agrees to be bound by all of the terms of the Agreement and to undertake all the obligations of Agency and County contained therein.

- b. References in Agreement. Assignee and Consultant hereby agree that all references in the Agreement to “Agency” and “the County” shall be deemed references to “CCTA.”
- c. Receipt of Agreement. Assignee hereby acknowledges and confirms that it has received a copy of the Agreement and the schedules and exhibits related thereto.
- d. Assignor Obligations. Assignor shall remain responsible for and perform all of Assignor's obligations under or with respect to the Agreement accruing prior to the date of this Assignment and Consent.

3. Consent to Assignment. Consultant hereby consents to Assignor’s conveyance and assignment of its right, title and interest in, to and under the Agreement to Assignee pursuant to this Assignment and Consent, which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that Assignor shall be entitled to pursue claims accruing or arising incident to the Agreement on or before the Effective Date, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Agreement from Consultant, and/or (b) insurance payments or proceeds, provided however, that Consultant’s liability for such claims shall not exceed the liability it would have incurred if the assignment effected hereby had not been made.

4. Indemnification.

- a. Assignee Indemnity. Assignee shall indemnify Assignor against, and agrees to hold Assignor harmless of and from (i) all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including, but not limited to, reasonable attorneys' fees (collectively, “Claims and Costs”), based upon or arising out of any breach or failure of Assignee to observe or perform any of the obligations of Assignee as set forth in this Assignment and Consent, and (ii) all Claims and Costs based upon or arising out of the Agreement on and after the Effective Date.
- b. Assignor Indemnity. Assignor shall indemnify Assignee against, and agrees to hold Assignee harmless of and from (i) all Claims and Costs based upon or arising out of any breach or failure of Assignor to observe or perform any of the obligations of Assignor as set forth in this Assignment and Consent, and (ii) all Claims and Costs based upon or arising out of the Agreement prior to the Effective Date.

5. Insurance; Further Assurances. Consultant will provide Assignee with evidence of insurance as required by the Agreement. Each party to this Assignment and Consent shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment and Consent.

6. Conditions Precedent. The effectiveness of this Assignment and Consent is conditioned upon (i) its approval by the Board of Supervisors of Assignor and the Board of Commissioners of Assignee, any approvals required by Consultant, and execution by each of the parties hereto, and (ii) Consultant's satisfaction of the insurance requirements of Section 5 of this Assignment and Consent.

7. Notices. Unless otherwise notified by Assignee, copies of any notices to be provided pursuant to the Agreement shall be sent to Assignee at the following address:

Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Attn: Martin Engelmann, Deputy Executive Director, Planning

8. Binding Effect. This Assignment and Consent shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

9. Entire Agreement. This Assignment and Consent shall constitute the entire agreement between the parties hereto with respect to the subject matter of of this Assignment and Consent and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

10. Severability. If any provision of this Assignment and Consent is determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

11. Governing Law. This Assignment and Consent and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of California with venue in the Superior Court of the County of Contra Costa, California.

12. Counterparts. This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

Signatures appear on following page.

IN WITNESS WHEREOF, the Assignor, Assignee and Consultant have executed this Assignment and Assumption of Consulting Services Agreement and Consent as of the date first set forth above.

ASSIGNOR

CONTRA COSTA COUNTY, a political subdivision of the State of California

By: _____
Name: _____
Title: _____

Approved as to form:
Sharon L. Anderson, County Counsel

By: _____
Deputy County Counsel

CONSULTANT

PARSONS TRANSPORTATION GROUP INC.,
an Illinois corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE

CONTRA COSTA TRANSPORTATION AUTHORITY, a local transportation authority

By: _____
Name: _____
Title: _____

Approved as to form:
Best Best & Krieger LLP

By: _____
Malathy Subramanian
Authority Counsel