

ASSIGNMENT OF MASTER AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This Assignment is entered into as of March ____, 2019, by and between Conduent State and Local Solutions, Inc., a New York Corporation ("Assignor"), and Avenu Insights and Analytics, LLC ("Assignee"), together, (the "Parties").

WHEREAS, Assignor is the successor-in-interest to Xerox State and Local Solutions, Inc. ("Xerox"); and

WHEREAS, Assignor's former parent corporation, Xerox State & Local Solutions, Inc., entered into a Master Service Agreement for Information Technology Services on June 10, 2014, and a First Amendment to that Master Service Agreement on November 4, 2014, with the County of Siskiyou, a political subdivision of the State of California, (the "County") (the "Master Agreement");

WHEREAS, as part of Assignor's parent corporation's capital contribution to Assignor, Xerox contributed the Master Agreement to the Assignor; and

WHEREAS, on September 28, 2018, Assignee completed its acquisition of Assignor (the "Transaction"); and

WHEREAS, included in the Transaction were certain contracts formerly held by Assignor, the successor-in-interest to Xerox; and

WHEREAS, the Master Agreement, dated June 10, 2014, as amended on November 4, 2014, was one of the contracts Assignee acquired as part of the Transaction; and

WHEREAS, County desires to formally consent to the Assignment of the Master Agreement between Assignor and Assignee.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Master Agreement, and Assignor warrants and represents the Master Agreement to be free of any adverse liens, claims or encumbrances; provided, however, that his assignment shall only be effective upon the execution by the County of the "Consent to Assignment" appearing at the end of this Assignment and the delivery to Assignee of such execution. Assignee hereby assumes all of Assignor's obligations under the Master Agreement and agrees to indemnify and hold Assignor harmless therefrom as to obligations occurring on and after the effective date hereof. Assignor hereby agrees to indemnify and hold Assignee harmless with respect to Assignor's obligations under the Master Agreement that accrued prior to the date hereof, but expressly reserves its rights as to any defenses to such obligations.
2. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns.

3. This Assignment may be executed in one or more counterparts, each bearing the signatures of one or more Parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Assignment, a document signed and transmitted by electronic means (such as in PDF format via e-mail or via facsimile machine) is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.


4. Assignor and Assignee hereby direct County to make all future payment under the Master Agreement to be payable to Avenu Insights and Analytics, LLC:

Address: 5860 Trinity Parkway, Suite 120
Centreville VA 20120
Tax ID 34-2050121
Remittance: PO Box 841262
Dallas Texas, 75284-1262


IN WITNESS WHEREOF, the Parties have executed this Assignment of the Master Agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this Assignment and to bind the Party on whose behalf his/her execution is made.

ASSIGNEE: Avenu Insights and Analytics, LLC

Date: 4-15-19


Paul Colangelo CEO

Date: 4-15-19


Mike Melka CFO

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

TAXPAYER I.D. 81-4932885

ASSIGNOR: Conduent State and Local Solutions, Inc.

Date: _____


Name of Authorized signatory for Assignor
J. Michael Peffer, Director

Date: April 12, 2019

Kimberly Monroe

Name of Authorized signatory for Assignor

*Kimberly
Monroe,
Assistant
Secretary*

Note to Parties: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

COUNTY OF SISKIYOU'S CONSENT TO ASSIGNMENT

The County of Siskiyou, being the recipient of services under the Contract and a party thereto, hereby acknowledges and consents to the foregoing Assignment by Assignor of the Contract and the Assumption by Assignee of Assignor's duties and obligations under the Contract. The undersigned further acknowledges (1) Assignee's right to subsequently assign or pledge the Contract as provided for above and consents in advance to any such assignment or pledge and (2) Assignor's and Assignee's instructions to it as to the making of future payment under the Contract.

Dated this _____th day of March, 2019.

COUNTY OF SISKIYOU

Date: _____

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:

LAURA BYNUM

Clerk, Board of Supervisors

By: _____

Deputy

ACCOUNTING: 6104-110040-723210

Fund Organization Account Activity Code (if applicable)

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.