

**ASSIGNMENT, NOVATION, AND CONSENT AGREEMENT**

THIS ASSIGNMENT, NOVATION, AND CONSENT AGREEMENT ("Agreement") is made by and among **DXC TECHNOLOGY SERVICES LLC** ("DXC") with an address of 1775 Tysons Boulevard, Tysons, Virginia 22102 ("Contractor") , **COUNTY OF FRESNO**, a political subdivision of the State of California, ("Assignor"), and the **CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (CALSAWS) CONSORTIUM**, a Joint Powers Authority, ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor, along with 17 other counties, and HP Enterprise Services, LLC entered into a CalWIN Maintenance and Operations Agreement, effective January 31, 2015 through January 30, 2020, with the right to renew the term for one additional 3-year period and then one additional 2-year period, (the "Contract"); and

WHEREAS, as of April 1, 2017 HP Enterprise Services, LLC simultaneously became Enterprise Services LLC ("ES") and merged with Computer Sciences Corporation ("CSC") to form DXC Technology, a new parent company to ES and CSC. Subsequently, as of January 1, 2018 ES has assigned its obligations under the Contract to DXC Technology Services LLC ("DXC"), a wholly-owned subsidiary of DXC Technology; and

WHEREAS, on June 18, 2019, Assignor executed an amended Contract amending the Maximum Amount for the initial five year term (base period) and exercising its right to renew the term for one additional 3-year renewal period to begin February 1, 2020 through January 31, 2023; and

WHEREAS, Assignee, effective June 28, 2019, is comprised of all fifty-eight (58) California Counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo and Yuba, and shall be renamed the California Statewide Automated Welfare System (CalSAWS) Consortium, a Joint Powers Authority; and

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

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

5 WHEREAS, the parties desire to substitute Assignee in place of Assignor with respect to the  
6 Contract.

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

9 1. Assignor does hereby assign, transfer, and convey to the Assignee effective September 1,  
10 2019 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said  
11 Contract.

12 2. Assignee hereby accepts such assignment of the Contract as of the Effective Date and  
13 agrees to assume all of Assignor's duties and obligations in, to and under the Contract from and after the  
14 Effective Date.

15 3. Contractor further consents to the substitution and novation of Assignee in place and  
16 instead of Assignor from and after the effective date.

17 4. Contractor and Assignee each consent to fully release Assignor from any and all  
18 obligations, responsibilities, and duties under the Contract from and after September 1, 2019.

19 5. Assignee agrees to defend and indemnify Assignor from any and all claims, actions,  
20 judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of  
21 defense and damages, resulting from and related to the Contract, which accrue after the Effective Date.

22 6. This Agreement constitutes the entire agreement concerning the assignment between the  
23 parties and it may not be modified, altered or amended other than in writing executed by the party sought to  
24 be charged thereby.

25 7. This Agreement may be executed in faxed or electronic counterparts, and in such event, the  
26 counterpart signatures shall be assembled and shall together constitute a complete agreement.

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1 IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE  
2 ASSIGNMENT, NOVATION, AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND  
3 BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO  
4 AND PERFORM THIS ASSIGNMENT, NOVATION, AND CONSENT, AND THE PERSON  
5 SIGNING THIS ASSIGNMENT, NOVATION, AND CONSENT ON BEHALF OF EACH HAS  
6 BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT,  
7 NOVATION, AND CONSENT.  
8

9 **CONTRACTOR:**  
10 **DXC TECHNOLOGY SERVICES LLC**

11 By: Chris Van Vleet  
12 Print Name: Chris Van Vleet  
13 Title: Director

**ASSIGNOR:**  
**COUNTY OF FRESNO**

Nathan Magsig  
Nathan Magsig, Chairman of the  
Board of Supervisors of the  
County of Fresno

15 **ASSIGNEE:**  
16 **CALSAWS CONSORITUM**

17 By: Barry Zimmerman  
18 Print Name: Barry Zimmerman  
19 Title: JPA Board Chair  
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**ATTEST:**  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: Susan Bishop  
Deputy