

ASSIGNMENT, NOVATION, AND CONSENT AGREEMENT

THIS ASSIGNMENT, NOVATION, AND CONSENT AGREEMENT ("Agreement") is made by and among **CALIFORNIA STATE ASSOCIATION OF COUNTIES** with an address of 1100 K Street, Suite 101, Sacramento, CA. 95814 ("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 Contractor entered into a CalWIN Welfare Client Data Systems (WCDS) Management Agreement, effective July 1, 2019 through June 30, 2022, with the right to renew the term for one additional 1-year period, (the "Contract"); 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

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

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

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

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

1. Assignor does hereby assign, transfer, and convey to the Assignee effective September 1,

2019 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Contract.

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

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

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

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

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

7. This Agreement may be executed in faxed or electronic counterparts, and in such event, the 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.

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10 **CONTRACTOR:**
11 **CALIFORNIA STATE**
12 **ASSOCIATION OF COUNTIES**

13 By: 

14 Print Name: Manuel Rivas Jr.

15 Title: CSAC Deputy Executive Director

ASSIGNOR:
COUNTY OF FRESNO



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

16
17 **ASSIGNEE:**
18 **CALSAWS CONSORTIUM**

19 By: 

20 Print Name: Barry Zimmerman

21 Title: JPA Board Chair

09/13/2019

22
23 **ATTEST:**
24 **BERNICE E. SEIDEL**
25 Clerk of the Board of Supervisors
26 County of Fresno, State of California

27 By: 

28 Deputy