

ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made of the 1st day of September 2019 (“Agreement”) by and among DXC Technology Services LLC (DXC), with an address of 1775 Tysons Blvd, Ste 1000, Tysons, VA 22102-4284 (hereafter Contractor), County of Contra Costa, a political subdivision of the State of California, for its Employment and Human Services Department, with an address of 40 Douglas Drive, Martinez, CA 94553 (hereafter Assignor), and CalSAWS Consortium (hereafter Assignee).

WHEREAS, Assignor and Contractor entered into a Maintenance and Operations Agreement between the Welfare Client Data Systems (WCDS) Consortium Counties and Contractor (formerly HP Enterprise Services, LLC) for CalWIN Maintenance and Operations (M&O), as amended and extended, effective January 31, 2015 through January 31, 2023 (Contract); and

WHEREAS, Assignee amended its Joint Exercise of Powers Agreement, effective on June 28, 2019, and is now 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

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; and

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 as of September 1, 2019 (the “Effective Date”) all of Assignor’s title, right, obligations, and interest in, to and under the said Contract through January 31, 2023.

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 counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

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

COUNTY OF CONTRA COSTA

CALSAWS CONSORTIUM

BOARD OF SUPERVISORS

By: _____
 Name: _____
 Title: Chair or Designee
 Dated: _____

By: _____
 Name: _____
 Title: _____
 Dated: _____

COUNTY ADMINISTRATOR

By: _____
Name: _____
Title: County Administrator or Designee
Dated: _____

RECOMMENDED BY DEPARTMENT

By: _____
Name: Kathy Gallagher
Title: Director, Employment and Human
Services
Dated: _____

DXC TECHNOLOGY SERVICES LLC

By: _____
Name: _____
Title: _____
Dated: _____

APPROVED AS TO FORM AND LEGAL EFFECT.
Sharon L. Anderson, County Counsel

By: _____
Kendra Pappas, Deputy County Counsel