

ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made of the 1st day of September 2019 (“Agreement”) by and among Infosys Public Services, Inc., with an address of 800 King Farm Blvd., Suite 505, Rockville, MD, 20850 (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 or County), and the California Statewide Automated Welfare System (CalSAWS) Consortium (hereafter Assignee).

WHEREAS, Assignor and Contractor entered into Contract Number 20-172-0 for CalWIN Quality Assurance and Project Monitoring Services (hereafter Services), effective December 1, 2017 through November 30, 2022 (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 November 30, 2022.

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

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

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: _____

INFOSYS PUBLIC SERVICES, INC.

By: _____

Name: Eric S. Paternoster

Title: CEO & President

Dated: _____

APPROVED AS TO FORM AND LEGAL EFFECT.

Sharon L. Anderson, County Counsel

By: _____

Kendra Pappas, Deputy County Counsel