

*County Procurement Office, County Executive Office
Stradling Yocca Carlson & Rauth LLP*

MA-017-23010759

ASSIGNMENT AND CONSENT AGREEMENT

This ASSIGNMENT AND CONSENT AGREEMENT is made and entered into as of the date fully executed (“Agreement”) by and among Stradling Yocca Carlson & Rauth a Professional Corporation, registered in the State of California (“Assignor – Stradling Yocca Carlson & Rauth”), Stradling Yocca Carlson & Rauth LLP, a Limited Liability Partnership registered in the State of California (“Assignee – Stradling Yocca Carlson & Rauth LLP”), and the County of Orange, a political subdivision of the State of California, (“County”), individually and collectively referred to herein as “Party” or “Parties”.

WHEREAS, Assignor and County entered into a Contract MA-017-223010759, effective April 11, 2023 through April 10, 2026 (the “Contract”), pursuant to which Assignor agreed to provide Professional Services for General Public Finance Legal Services on behalf of the County (“Services”); and,

WHEREAS, Assignor wishes to transfer and assign its rights and obligations under the Contract to Assignee; and,

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

WHEREAS, County consents to Assignee assuming such obligations under the Contract; and,

WHEREAS, Assignee agrees to defend and indemnify County from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys’ fees, resulting from and related to Assignor’s performance under the Contract and subject to the terms of the Contract prior to the Effective Date; and,

WHEREAS, the Parties desire to substitute Assignee in place and instead 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 the date on which this Agreement is fully executed (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. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
3. County Assignor and Assignee agrees to defend and indemnify County from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys’ fees, resulting from and related to Assignor’s performance under the Contract and subject to the terms of the Contract prior to the Effective Date; and,
4. County further consents to the substitution of Assignee in place and instead of Assignor from and after the Effective Date.

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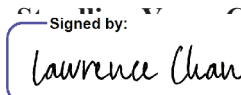
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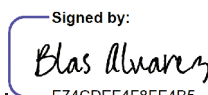
5. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.
6. This Agreement constitutes the 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.

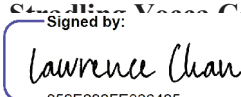
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IN WITNESS WHEREOF, the Parties acknowledge that they have read the assignment, novation and consent, understand it and agree to be bound by its terms. Each Party has full power and authority to enter into and perform this assignment, novation and 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.


Signed by: Stradling Yocca Carlson & Rauth a Professional Corporation			
	Lawrence Chan	Vice President	12/11/2025
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Signature	Name	Title	Date

Signed by:			
	Blas Alvarez	Chief Financial Officer	12/11/2025
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Signature	Name	Title	Date

Signed by: Stradling Yocca Carlson & Rauth LLP			
	Lawrence Chan	Vice President	12/11/2025
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Signature	Name	Title	Date

NA	NA	NA	NA
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Signature	Name	Title	Date

**APPROVED AS TO FORM
Office of the County Counsel
Orang**

Signed by: Mark Batarse	
By: 	Date: 12/11/2025
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Deputy	

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Deputy Purchasing Agent			
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Signature	Name	Title	Date

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.