



## ASSIGNMENT AND CONSENT AGREEMENT

This ASSIGNMENT AND CONSENT AGREEMENT is made as of \_\_\_\_ day of June ("Agreement") by and among Enterprise Services LLC ("Assignor"), a limited liability company wholly owned subsidiary of Perspecta Inc. ("PRSP"), Perspecta State & Local Inc. ("Assignee"), a corporation also wholly owned subsidiary of PRSP, and the County of Orange, a political subdivision of the State of California ("County").

WHEREAS, Assignor and County entered into Contract MA-003-18010160 for Modernization of Legacy Property Tax System (the "Services"), effective October 2, 2017 (the "Contract");

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

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;

WHEREAS, County is willing 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 promises 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 "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Contract from and after the Effective Date.
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. Assignor and Assignee represent and warrant for the purpose of Paragraph 9 of the Contract that the following Key Personnel shall be assigned to the project for the duration of the Contract and shall not be changed except as provided in Paragraph 9 of the Contract:

Key Personnel	Position
Tom DeAngelis	Project Manager
Mark Ryall	Technical Lead

4. Assignee agrees that it shall make the Key Personnel identified above in Paragraph 3 of this Agreement available for the performance of the Contract pursuant to Paragraph 9 of the Contract.
5. County further consents to the substitution of Assignee in place and instead of Assignor from and after the Effective Date.
6. 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.
7. 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.
8. 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 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 and consent, and the person signing this assignment and consent on behalf of each has been properly authorized and empowered to enter into this assignment and consent.

**ENTERPRISE SERVICES LLC**

By: Janis O. Stabler  
 Name: Janis O. Stabler  
 Title: Director, Contracts

**PERSPECTA STATE & LOCAL INC.**

By: Max Pinna  
 Name: MAX PINNA  
 Title: CONTRACTS MANAGER

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_