



ASSIGNMENT AND CONSENT AGREEMENT

This ASSIGNMENT AND CONSENT AGREEMENT is made as of ____ day of _____ (“Agreement”) by and among City of Irvine, with an address of 1 Civic Center Plaza, Irvine, CA 92606-5207, (“Assignor”), Age Well Senior Services, Inc., with an address of 23101 Lake Center Drive, Suite 325, Lake Forest, CA 92630-2898, (“Assignee”), and the County of Orange, a political subdivision of the State of California, with an address of 1300 S. Grand Ave. Bldg. B, 2nd Floor, Santa Ana, CA 92705-4407 (“County”).

WHEREAS, Assignor and County entered into Contract #20-27-0042 for Elderly Nutrition Program Services (“Services”), effective July 1, 2020, (the “Contract”); and

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

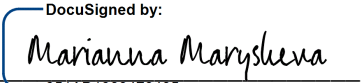
NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of _____ (the “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 assumes all of Assignor’s duties, obligations, and liabilities in, to and under the Contract as if Assignee were an original party to the Contract. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
3. County consents to the Assignor’s assignment of the Contract to Assignee, substitution of Assignee in place and instead of Assignor from and after the Effective Date, and Assignee’s assumption of duties, obligations, and liabilities under the Contract. The County’s consent shall not constitute a waiver of any of the terms, covenants, conditions, duties and obligations under the Contract, or any other rights.
4. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee and providing Assignee with all files, work product, and other information necessary for Assignee to fulfill its obligations, responsibilities, and duties under the Contract including, but not limited to, Assignee’s obligations under Sections 45 (Annual Audit) and 46 (Audit Requirements) of the Contract.

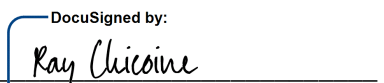
- 5. Assignee agrees to defend, indemnify, and hold harmless Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract from and after the Effective Date.
- 6. Assignor agrees to defend, indemnify, and hold harmless County and Assignee 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.
- 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 any number of original or faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement. This Agreement may be executed using electronic signature(s) and a signature to this Agreement transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

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.

City of Irvine

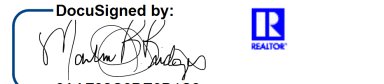
By: 
DocuSigned by: Marianna Marysheva
85TAD1989478485...
 Name: Marianna Marysheva
 Title: Interim City Manager

Age Well Senior Services, Inc.

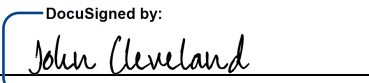
By: 
DocuSigned by: Ray Chicoine
3A57116E227A40A...
 Name: Ray Chicoine
 Title: President

COUNTY OF ORANGE

By: _____
 Name: _____
 Title: _____

By: 
DocuSigned by: Marlene Bridges
3AAF92C6DE0B4C8...
 Name: Marlene Bridges
 Title: President

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By: 
DocuSigned by: John Cleveland
74000D32EE65457...
 DEPUTY COUNTY COUNSEL

Dated: 9/21/2021