



ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT is made as of the 1st day of April, 2024 (“Agreement”) by and among SER-Jobs for Progress, Inc. – San Joaquin Valley, with an address of 255 N. Fulton Street, Suite 106, Fresno, CA 93701-1600, (“Assignor”), and Managed Career Solutions, SPC, with an address of 3333 Wilshire Blvd., Ste. #405, Los Angeles, CA 90010-4111, (“Assignee”), and the County of Orange, a political subdivision of the State of California, with an address of 601 N. Ross Street, Santa Ana, CA 92701 (“County”).

WHEREAS, Assignor and County entered into Contract, MA-012-22011500 for Title V Senior Community Services Employment Program, effective July 1, 2022 through June 30, 2023 (as amended, the “Contract”);

WHEREAS, Assignor and County renewed Contract, MA-012-22011500 for Title V Senior Community Services Employment Program, effective July 1, 2023 through June 30, 2024 (the “Contract”) as stated in Amendment number four to 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, continue to provide such Services to County in accordance with the terms and conditions of the Contract, and assume all of the rights, duties, and obligations thereunder;

WHEREAS, County is willing to consent to Assignee assuming the Contract and the rights, duties, and 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 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 effective as of April 16, 2024, (the “Effective Date”) all of Assignor’s title, rights, duties, 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 title, rights, duties, obligations, and interest 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, unless otherwise precluded from doing so by law.
3. County further consents to the substitution of Assignee in place and instead of Assignor in the Contract from and after the Effective Date and the County and Assignee intend to enter into an amendment to the Contract further memorializing the same.

4. Assignor agrees that it shall cooperate with Assignee and County in effectuating an orderly transition of the County information, and other information related to the Contract, to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract.
5. Assignee agrees to defend and indemnify Assignor and County 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.
6. Assignor agrees to defend and indemnify 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 and according to the terms of 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 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, ASSUMPTION, 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, ASSUMPTION, AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, ASSUMPTION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT.

SER-Jobs for Progress, Inc. – San Joaquin Valley*

Managed Career Solutions, SPC*

Signature #1
 By: Jesus Padron
59703E1706EC415...
 Name: Jesus Padron
 Title: PRESIDENT/CEO
 Date: 3/19/2024

Signature #1
 By: Philip Starr
693693CAE5DBA481...
 Name: Philip Starr
 Title: Executive Director
 Date: 3/18/2024

Signature #2
 By: _____
 Name: _____
 Title: _____
 Date: _____

Signature #2
 By: Dr. Esteban Magallanes
EEF469E979E641C...
 Name: Dr. Esteban Magallanes
 Title: president
 Date: 3/18/2024

* If a corporation, this Agreement must be signed by two (2) corporate officers. The first signature must be provided by the Chairman of the Board, President, or any Vice President, and the second signature must be provided by the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE


By: _____

Name: _____

Title: _____

Date: _____

**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

By:  _____
74000D32EE65457...

Date: 3/19/2024 _____

DEPUTY COUNTY COUNSEL