

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

ON THE MOVE DBA THE EPICENTER (“ASSIGNOR”)

And

**EPICENTER OF MONTEREY
 (“ASSIGNEE”)**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made and entered as of July 1, 2016 (the “Assignment Effective Date”), by and between ON THE MOVE dba THE EPICENTER (“Assignor”), and EPICENTER OF MONTEREY (“Assignee”).

RECITALS

A. COUNTY OF MONTEREY (“County”) and ON THE MOVE dba THE EPICENTER entered into a Mental Health Services Agreement for the provision of empowering transition age youth to become self-sufficient as they navigate the transition to adulthood (“Agreement”) effective as of July 1, 2015.

B. Assignor now wishes to assign to Assignee, all or its rights, title and interest in and to, and all of its obligations under, the Agreement, to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Effective as of Assignment Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
2. **Assumption.** Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement. Assignor is released from any and all obligations under the Agreement as of the Effective Date of this Assignment.
3. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties and their successors, assigns and if applicable heirs and administrators.
4. **Third Party Beneficiaries.** Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.

5. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

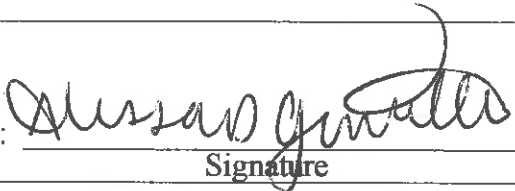
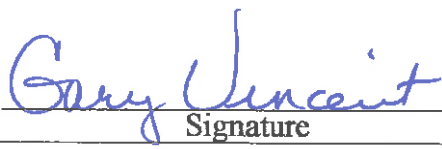

(iii) Governing Law. This Assignment shall be construed under the laws of the State of California.

(iv) Amendments. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(v) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of July 1, 2016.

ASSIGNOR: ONE THE MOVE DBA THE EPICENTER	ASSIGNEE: EPICENTER OF MONTEREY
By:  Signature	By:  Signature
Alissa Gentile, Authorized Signatory	Gary Vincent, Authorized Signatory
Tax ID#: 75-3149095	Tax ID#: 47-5474622
ASSIGNOR: ONE THE MOVE DBA THE EPICENTER	
By:  Signature	
Diana Gordon, Authorized Signatory	
Tax ID#: 75-3149095	


ACKNOWLEDGEMENT AND CONSENT

*Assignment and Assumption Agreement
Epicenter of Monterey.
FY 2015-18 (assumption agreement 7/1/16)*


ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY, hereby consents to the foregoing assignment and assumption.

COUNTY OF MONTEREY

By: 
Contracts /Purchasing Manager

Date: 3 Aug 2016

By: 
Director of Health

Date: 8/5/16

By: 
Auditor/Controller

Date: 7/28/16

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

By: 
Stacy Saetta, Deputy County Counsel

Date: 7/26/2016