

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of December 1, 2020 (the "Assignment Effective Date"), by and between National Council on Crime and Delinquency, ("Assignor"), and Evident Change ("Assignee").

RECITALS

A. COUNTY OF MONTEREY ("County"), and Assignor entered into Countywide Services Agreement Services Agreement effective as of May 1, 2020 (the "Agreement").

B. Assignor now wishes to assign to Assignee all of its right, 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 December 1, 2020 ("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.
3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
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. Payments. As between and among County, Assignor, and Assignee, payments previously made by County to Assignor are deemed to constitute full payment of any amounts due and owing by County under the Agreement for the period to which the payments apply, and County is discharged from any obligation to pay Assignee for the period after the assignment date as to which payment to Assignor has already been made.

6. Miscellaneous.

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

(ii) Benefit. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

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

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

(v) 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.

(vi) 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 the day and year first above written.

ASSIGNOR SIGNATURE:

DocuSigned by:
Katherine Park, President
4AFF73F0229B493...
National Council on Crime and Delinquency ("Assignor")

12/14/2021 | 10:50 AM PST

ASSIGNEE SIGNATURE:

DocuSigned by:
Katherine Park, President
4AFF73F0229B493...
Evident Change ("Assignee")

12/14/2021 | 10:50 AM PST

DocuSigned by:
Katherine Park, President
4AFF73F0229B493...
By: _____
Tax ID# 13-1624111

ACKNOWLEDGEMENT AND CONSENT

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

COUNTY OF MONTEREY

By: _____
Department of Social Services

DocuSigned by:
Joey Nolasco
E60C442ED05B437...
By: _____
Auditor/Controller

12/22/2021 | 7:18 PM PST

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
By: _____
County Counsel

12/22/2021 | 10:03 AM PST