

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

Paws Helping People, Inc. dba Unchained (**“Assignor”**)

and

The Equine Healing Collaborative, Inc. (**“Assignee”**)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered as of July 1, 2026 (the “**Assignment Effective Date**”), by and between Paws Helping People, Inc. dba Unchained (“**Assignor**”), and The Equine Healing Collaborative, Inc. (“**Assignee**”), with reference to the following facts:

RECITALS

- A. County of Monterey (“**County**”) on behalf of Monterey County Probation Department (“**Probation**”), and Assignor entered into a Standard Agreement to Dog-In-Residence (DIR) Canine Training & Care Academy in conjunction with Canines Teaching Compassion (CTC) program for in-custody youth housed at Monterey County Juvenile Hall, which was effective on January 1, 2026 and as amended by Amendment No. 1 executed on July 1, 2026 (collectively, 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, and Assignee desires to accept such assignment and assume such obligations.
- C. This Assignment is made to confirm the County’s acknowledgement and consent of Assignor’s intentions to assign its rights, title, and interest in and to, and all of its obligations under, the aforementioned Agreement to Assignee, and Assignee accepts 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 July 1, 2026 (“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 Made by County. The Assignor, the Assignee, and the County agree that any payments made in good faith by or on behalf of the County to either the Assignor or the Assignee, after the Assignment Effective Date but prior to the execution of this Assignment, shall be deemed to have been made to whichever Party was entitled to receive such payment pursuant to the Agreement and to this Assignment. The County shall have no further obligation to either Assignor or Assignee with respect to such payments previously made, notwithstanding other provisions of this Assignment. If any payment was made by or on behalf of the County to either Party, and it is determined that the other Party was or is entitled to such payment pursuant to this Assignment, the Party having received the payment shall remit that payment to the Party that was entitled to receive it, without interest. The Assignor remains entitled to payment for services rendered prior to the Assignment Effective Date, to the extent such payment has not been made by or on behalf of the County on or before the date of the execution of this Assignment, and the County shall remit any such payment to the Assignor to the extent owed, subject to the terms of the Agreement. This Assignment shall not diminish the obligations of the Assignor with respect to performance owed prior to the Assignment Effective Date, nor adversely affect any claims the County may have or assert, now or in the future, with respect to such performance obligations of the Assignor.
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: Paws Helping People, Inc. dba "Unchained"

By: Melissa Wolf
Melissa Wolf (Jul 2, 2026 11:24:56 PDT)
Melissa Wolf, President

Date: 07/02/2026

Tax ID# 27-5502745

ASSIGNEE: The Equine Healing Collaborative, Inc.

By: Momo Takeda
Momo Takeda (Jul 2, 2026 11:55:01 PDT)
Momo Takeda, Board Chair & President

Date: 07/02/2026

Tax ID# 47-4664484

ACKNOWLEDGEMENT AND CONSENT

County of Monterey on behalf of Monterey County Probation Department hereby consents to the foregoing assignment and assumption.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

APPROVED AS TO LEGAL FORM

By: _____
Anne K. Brereton, Deputy County Counsel

Date: _____

Assignment and Assumption Agreement - DIR Agreement

Final Audit Report

2026-07-02

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