

OR 52393

V# 7748

Assignment, Assumption and Consent Agreement

This Assignment, Assumption and Consent Agreement is entered into on this ^{13th} day of August, 2023 by and among The County of Washtenaw, located at 220 North Main Street, Ann Arbor, Michigan 48107 ("County"); Continental Café, LLC dba Canteen Corrections, located at 35710 Mound Road, Sterling Heights, MI 48310 ("Assignor"); and Canteen Services Inc., located at 953 South Michigan Ave, PO Box 160, Coldwater, MI 49036 ("Assignee").

RECITALS

- A. The County and Continental are parties to that certain Service Contract, effective July 1, 2020, as amended ("Agreement").
- B. Assignor desires to assign the Agreement to Assignee, and Assignee desires to assume and fully perform each and all of Assignor's obligations and liability under the Agreement.
- C. Article XVI of the Agreement requires the County's consent to any assignment of the Agreement and the County desires to consent to such assignment.

Now therefore, in consideration of the foregoing premises, which are hereby incorporated into and made a part of this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment, Assumption and Consent. Assignor hereby assigns to Assignee all of its rights, obligations, responsibilities and interests in and to the Agreement. Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes, covenants and agrees to fully perform all of the obligations of and be responsible for all liability under the Agreement which arise or accrue on and after the Effective Date or are otherwise attributable to the period commencing on the Effective Date and continuing thereafter. The County hereby consents to the foregoing assignment and assumption. Notwithstanding the foregoing, Assignor acknowledges and agrees that it will continue to be liable for any and all obligations and liabilities arising out of or associated with the Agreement prior to the Effective Date of this agreement.

2. General. This Assignment shall be binding upon the parties hereto and their successors and permitted assigns. Neither Assignor nor Assignee may assign its rights in this Assignment without the prior written consent of the County. This Assignment shall be governed by and construed under the laws of the State of Michigan, without regard to its conflicts-of-law principles. Exclusive jurisdiction and venue for any claims made by any party against any other party will be in the courts of Michigan located in Washtenaw County and/or the United States District Court for the Eastern District of Michigan. The provisions of this Assignment are severable, and if any provision of this Assignment is held to be invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The recitals contained herein are a part of this Assignment. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. Signatures hereto may be transmitted electronically.

Assignment, Assumption and Consent Agreement

[Signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be effective as of June 19, 2023.

Assignor:
Continental Café, LLC

Assignee:
Canteen Services Inc.

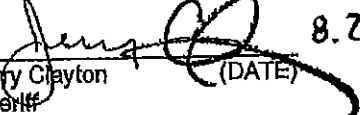


Stephen O'Keefe
President, Canteen Corrections



Name: Jeffrey J. Tiggelman
Title: President, Canteen Services, Inc.

APPROVED AS TO CONTENT

By:  8.2.23

Jerry Clayton (DATE)
Sheriff

ATTESTED TO.

WASHTENAW COUNTY

Lawrence Kestenbaum
County Clerk/Registrar

Gregory Dill
County Administrator

APPROVED AS TO FORM:

Michelle K. Billard
Corporation Counsel