

AGREEMENT NO. C0866

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY,
EK, TORRES, MOLINA, INC. AND COURTNEY TORRES CONSULTING, INC.

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT (hereinafter referred to as "Assignment") is entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California joint powers authority ("ACTA"), EK, TORRES & MOLINA, Inc., a California corporation, 461 W. 6th Street, Suite 233, San Pedro, California 90731 ("ETMI" or "Assignor"), and COURTNEY TORRES CONSULTING, INC., a California corporation, 4422 Stern Avenue, Sherman Oaks, California 91423 ("CTCI" or "Assignee").

WHEREAS, in June 2017, ACTA entered into Agreement No. C0866 ("Agreement") with ETMI for the purpose of providing media relation services, said Agreement being still in effect and set to expire on July 1, 2020; and

WHEREAS, the three partners of ETMI are mutually dissolving their partnership and have agreed that ETMI's Agreement No. C0866 with ACTA should be assigned to partner Courtney Torres' firm, CTCI, and such assignment will not affect the current services or personnel providing services to ACTA under the Agreement; and

WHEREAS, in order to continue to provide media relation services to ACTA, ETMI seeks to assign the Agreement to CTCI, CTCI seeks to assume all rights and responsibilities pursuant to the assignment, and ACTA agrees to such assignment and assumption;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Assignment and all rights, obligations, liabilities and provisions thereunder shall be subordinate to, and Assignee shall strictly comply with and not conflict with, all terms, covenants and conditions of the Agreement and its amendments, which Assignor and Assignee agree that they have read. Assignee agrees to operate in accordance with and to assume all rights, obligations, operations, restrictions, limitations and liabilities associated with the Agreement, its amendments and as it may hereinafter be amended.
2. Neither Assignor nor Assignee shall, by amendment or otherwise, alter the rights and obligations contained in the Agreement, approved by this Assignment, without the prior written consent of ACTA. Consent to one such change shall not be deemed to be consent to any subsequent change.

3. Assignee shall not assign, sell, or otherwise transfer its interest without the prior written consent of ACTA, and any such consent shall not be deemed to be consent to any other subsequent transfer of any nature to any other entity. Any transfer without ACTA's prior written consent shall be voidable at ACTA's option. For purposes of this Agreement, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Assignee is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Assignee is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Assignee; and, (iii) the dissolution by any means of Assignee. Any such transfer, assignment, mortgaging, pledging, or encumbering of Assignee without the written consent of ACTA is a violation of the Agreement and this Assignment and shall be voidable at ACTA's option and shall confer no right, title, or interest in or to the Agreement upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

4. The Agreement and this Assignment shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

5. This Assignment may be executed in counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

EK, TORRES & MOLINA, INC.

Dated: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Agreement No. C0866
Consent to Assignment & Assumption of Agreement
Ek, Torres, Molina, Inc. & Courtney Torres Consulting, Inc.

Dated: _____

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

COURTNEY TORRES CONSULTING, INC.

Dated: _____

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Dated: _____

By _____
John T. Doherty, P.E.
Chief Executive Officer

Attest: _____
Name: _____
Title: Secretary

APPROVED AS TO FORM AND LEGALITY
_____, 2019
Charlie Parkin, City of Long Beach City Attorney

By: _____
Lauren Misajon
Deputy City Attorney
ACTA Co-General Counsel