

ASSIGNMENT AND ASSUMPTION OF
PROFESSIONAL SERVICES AGREEMENT NUMBER F000890 AND
CONSENT TO ASSIGNMENT

This Assignment and Assumption of the Professional Services Agreement with Pacific Municipal Consultants for Community Engagement Related to the Roseland Area Annexation Project, Agreement Number F000890, dated October 29, 2014, as amended, (the "Agreement"), is made and entered into this _____ day of _____, 2016 ("Effective Date"), by and among Pacific Municipal Consultants, a California corporation ("Assignor"), Michael Baker International, Inc., a Pennsylvania corporation ("Assignee"), and the City of Santa Rosa, a municipal corporation ("City").

RECITALS

- A. The City entered into the Agreement with Assignor, attached hereto as Exhibit A, as amended by the First Amendment, dated March 12, 2015, attached hereto as Exhibit A-1, and as further amended by the Second Amendment, dated November 24, 2015, attached hereto as Exhibit A-2.
- B. On January 1, 2016, Assignor statutorily merged with and into Assignee, the surviving corporation from the merger.
- C. Assignor desires to assign and transfer that portion of its rights and obligations under the Agreement to Assignee, and Assignee now desires to assume those rights and obligations and to perform related duties under the Agreement as previously contracted by Assignor.
- D. The City desires to continue the Agreement and to consent to the assignment and assumption of the same from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which of hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor assigns all of its rights and interest in and to the Agreement and delegates to Assignee all of the duties and obligations imposed upon Assignor under the Agreement from and after the Effective Date.
- 2. Assignee assumes all duties and obligations under the Agreement in favor of the City and agrees to perform the same on the same terms and conditions set forth therein from and after the Effective Date.
- 3. The City consents to the assignment and assumption of the Agreement by Assignor to Assignee on the same terms set forth therein from and after the Effective Date.


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4. This agreement constitutes the entire agreement concerning the assignment and consent among the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
5. This agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT AND ASSUMPTION, AND THE PERSON SIGNING THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT AND ASSUMPTION.

Executed as of the day and year first above stated.

Pacific Municipal Consultants, Inc.,
a California corporation

By: 

Name: Philip O. Carter

Title: Vice-President

By: 

Name: Jennifer LeBoeuf

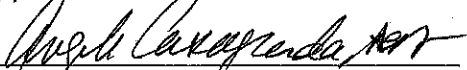
Title: Assistant Secretary

CITY OF SANTA ROSA,
a Municipal corporation

By: _____

Title: _____

Approved as to form:

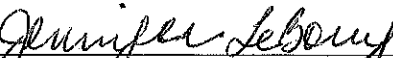

City Attorney's Office

Michael Baker International, Inc.
a Pennsylvania corporation

By: 

Name: Kevin Gustorf

Title: Vice President

By: 

Name: Jennifer LeBoeuf

Title: Assistant Secretary

City BT Cert # _____



Attachments:

Exhibit A – Professional Services Agreement Number F000890, dated October 29, 2014

Exhibit A-1 – First Amendment to Professional Services Agreement Number F000890, dated March 12, 2015

Exhibit A-2 – Second Amendment to Professional Services Agreement Number F000890, dated November 24, 2015

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