

ASSIGNMENT AND ASSUMPTION OF  
PROFESSIONAL SERVICES AGREEMENT NUMBER F002573 AND  
CONSENT TO ASSIGNMENT

This Assignment and Assumption of the Professional Services Agreement with Renne Public Law Group, LLP, a California corporation, Agreement Number F002573, dated December 22, 2022 as amended by First Amendment to Professional Services Agreement Number F002573 dated \_\_\_\_\_, 2024 (collectively the "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and among Renne Public Law Group, LLP ("Assignor"), California Public Policy Group, Inc., a California corporation ("Assignee"), and the City of Santa Rosa, a municipal corporation ("City").

RECITALS

- A. City entered into the Agreement, attached hereto as Exhibit A.
- B. Effective October 1, 2024, 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.
- C. 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.

4. Assignee agrees to indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Agreement from and after the Effective Date.
5. Assignee agrees to indemnify City from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Agreement to the extent of Assignor's obligations to City under the Agreement, and subject to the terms of the Agreement prior to the Effective Date.
6. 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.
7. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. City, Assignor and Assignee wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. The Parties to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

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.

Renne Public Law Group, LLP, a California corporation

CITY OF SANTA ROSA,  
a Municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

California Public Policy Group, Inc., a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments:

Exhibit A – Professional Services Agreement F002573 with Renne Public Policy Group, LLC and First Amendment to Professional Services Agreement F002573

By: \_\_\_\_\_

Name: Maraskeshia Smith

Title: City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

ATTEST:

\_\_\_\_\_  
City Clerk