

**THIRD AMENDMENT AND ASSIGNMENT AND ASSUMPTION
OF PROFESSIONAL SERVICES AGREEMENT NUMBER
F008324 AND CONSENT TO ASSIGNMENT**

This Third Amendment and Assignment and Assumption of the Professional Services Agreement with Quality Code Publishing, LLC, a Washington limited liability corporation, Agreement Number F008324, dated October 28, 2005, ("Agreement") is made and entered into this _____ day of _____, 2025, by and among Quality Code Publishing, LLC ("Assignor"), and General Code Enterprises LLC doing business as General Code LLC, a New York Limited Liability Corporation ("Assignee"), the City of Santa Rosa, a municipal corporation ("City").

RECITALS

- A. City entered into the Agreement with Assignor, as amended by the First Amendment, dated July 7, 2014, and as further amended by the Second Amendment, dated July 23, 2019, to provide City Code codification services, City Code and Zoning supplements, electronic code publishing and internet hosting, City Code indexing, legal analysis and code reviews, and related services.
- B. On April 30, 2022, Assignor (Nancy Helmer executing as the owner and President of Quality Code) transferred its rights and obligations under this Agreement to Assignee (General Code LLC) following its acquisition and organizational integration into General Code.
- C. Assignor desires to assign and transfer that portion of its rights and obligations under the Agreement to the 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.
- E. City and Assignee further desire to amend the Agreement for the purpose of updating the scope of work and compensation language.

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

1. Assignment and Assumption.
 - a. 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.
 - b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

2. Amendment to Agreement. The parties agree to amend the Agreement as follows:

a. Section 1. Scope of Work

Section 1 is hereby amended in accordance with the specification set forth in Exhibit A-1.

b. Section 2. Compensation Section 2a. is hereby amended in accordance with the specification set forth in Exhibit B-1.

c. Section 2K(b). is amended as follows:

"Total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of one hundred thousand dollars (\$100,000) for a total amount not to exceed two hundred twelve thousand eight hundred eighty-two dollars and eighteen cents (\$212,882.18). The City's Chief Financial Officer is authorized to pay all proper claims."

d. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND THIRD AMENDMENT, 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 THIRD AMENDMENT, AND THE PERSON SIGNING THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND THIRD AMENDMENT 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.

GENERAL CODE LLC,
a New York limited liability corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

CITY OF SANTA ROSA,
a Municipal corporation

By: _____

Title: _____

Approved as to form:

City Attorney's Office

ATTEST:

City Clerk

Attachments:

Exhibit A-1 – Scope of Work
Exhibit B-1 – Compensation

Scope of Services

City of Santa Rosa, California

General Code shall continue to provide electronic updates, supplement services, and online hosting services to Santa Rosa, California.

Supplements

General Code's supplementation service includes, but is not limited to, codification of new ordinances, creation of files for a web-based code, publishing of supplements to the printed code, and code archiving. Santa Rosa will receive semiannual supplements in June and December but may adjust this schedule as needed.

The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. For each supplement we provide project management, recordkeeping, processing, professional review of new legislation, and consult throughout the project. Our goal is to make the information easily accessible without altering in any way the meaning of what was originally adopted. As part of our process for new legislation, we will:

- > Acknowledge receipt of all materials
- > Verify adoption of all legislation, including date of action by governing body
- > Review legislation and distinguish between Code and non-Code material
- > Update record of legislation received and its disposition (Disposition List)
- > Request any missing legislation/missing pages
- > Determine proper placement of legislation within Code
- > Impose or utilize the adopted flexible section numbering system that allows for later changes
- > Create/modify chapter, article and/or section titles
- > Add historical annotations
- > Add any necessary cross references
- > Include editorial notes to sections that require additional explanation
- > Correct any misspellings so that searchability in eCode360 is not compromised
- > Impose a distinctive style for definitions, to aid Code user in quickly finding the meaning of a particular term
- > Maintain legislative integrity by following the original tables and graphics and, where necessary, improving the presentation so that the information contained therein is easily accessible
- > Impose standard internal section organizational hierarchy consistent with the rest of the Code
- > Impose standard style conventions consistent with the rest of the Code, i.e., number citation, capitalization, nonsubstantive grammar and punctuation, internal and statutory reference citation

- > Confirm accuracy of internal references; correct as necessary and appropriate
- > Confirm accuracy of statutory references; correct as necessary and appropriate
- > Read and review for missing wording; internal conflicts
- > Update ancillary Code pieces, such as the Table of Contents and chapter schemes, when necessary
- > Update Code Index
- > Create an Instruction Page so that Code holders can properly update the Code
- > Notify client of any issues and concerns noted and work together to determine appropriate resolution
- > 27 sets of supplemental pages for the Code and 11 sets of slipsheets for separate Zoning volumes
- > Update to Premium eCode360

eCode360 Premium Online

Our eCode360 platform is designed specifically to house codified laws and municipal information. eCode360's intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction.

Simple for Everyone

eCode360 offers a user experience that's simple and intuitive. Our easy-to-use, uncluttered interface allows users to access, search and share Code sections with incredible speed and precision on desktop and mobile devices. It provides the power to communicate information to everyone in your municipality like never before.

24/7/365 Access and Security

General Code supports your community through technologies that transform your users' experience and empower your community to access, navigate and share your Code in exciting new ways. Our eCode360 platform was designed by our own in-house team of software engineers, experts who understand the importance and value of simplifying how you access and use your Code, generating an impressive 71,000 users a day while boasting an incredible uptime average of 99.9%. eCode360 is available 24/7, 365 days a year.

eCode360 is hosted on Amazon Web Services (AWS)'s EC2, which has an uptime guarantee of 99.99%. Our servers are backed up using IT industry best practices, taking advantage of multiple redundancies and regions within AWS. In addition to a robust disaster recovery plan, we have taken steps to avoid disaster by building eCode360 from the ground up to be secure and scalable. The system is designed and engineered to minimize the possibility of intrusion and uses multiple leading-edge technologies to harden and secure the service.

eCode360 is our proprietary platform and does not require any Folio installation or licenses.

Maintenance and Updates

eCode360 is maintenance-free for our users. General Code employs a team of software developers, web application developers and system administrators who maintain and update the platform to give you an intuitive and seamless

experience with your Code. Each time your Code is supplemented, General Code will automatically update your eCode360 to reflect any changes that were made to the Code.

Premium eCode360 includes the following features:

New Laws	Between regular Code supplements, General Code will temporarily post PDF copies of new legislation to your online Code
Custom Settings for Admin Users	Control the look of your eCode360 by selecting custom colors and accents, and uploading a custom banner or photo
Easy and Flexible Searching	Search by key words, phrases, section numbers and more
Electronic Index	A comprehensive list of key words and phrases to speed searching
Dynamic Table of Contents	Users can find the information they need and see their current location with a table of contents that moves as users browse
Email or Share Links	Email a link to a specific Code section or share via social media
Printing	Print with user-friendly functionality and a variety of user options
Bookmarking Searches	Save "favorites" to quickly return to sections of the Code
Archive View	View a permanent archive of your Code, updated with each supplement
"Sticky" Table Headers	Table headers remain stationary as you scroll
Translate	Users can view your Code in more than 100 additional languages
eCode360 Search App	Use your mobile device to search your Code
Linked New Laws	As new legislation is posted, we will add links from the New Laws section of eCode360 to the affected Code chapters or articles
Public and Private Notes	Create personalized links and annotations within the Code
Multicode Search	Search across multiple Codes by municipality, geographic region, government type or population to find sample legislation or other Code content for zoning use, legal cases or historical research
Download to Word	Administrative users can download Code text to a Microsoft Word document to edit and track changes when drafting new legislation
Download to PDF	Public users can directly download Code text to a PDF document
New Laws Indicator	Code Change Indicators help users identify sections of your Code that have been changed and provide links to the new legislation
Advanced Search	Search across the Code, Public Documents, New Laws and Notes using an intuitive query tool and filtering system to quickly pinpoint the most relevant information
Customizable Titles	Administrative users can add customized titles and comments to your legislation in New Laws
eAlert	Public users can sign up to receive notifications of changes in the Code
PubDocs Module	Post non-Code documents along with your online Code
Electronic Updates	The online Code will be updated following codification of new material
TrackBack	Moving forward, history notes will be hyperlinked to stored PDFs of the original ordinances

Cost of Services

Supplement Service

Editorial rate	\$23.50 per page
Graphics, maps, tables, diagrams (additional charge per change)	\$10.00 per change
Index rate	\$7.00 per page
Zoning slipsheets (additional prints of just the zoning pages in a supplement)	\$0.15 per impression
Shipping and handling	at cost

eCode360 Online Code

eCode360 Premium (annual flat fee)	\$1,545.00
Ordinance update fee (annual flat fee)	\$500.00

** Full zoning rewrites are outside of the scope of this contract and pricing for such projects will be provided separately.*

** The Internet Hosting services described herein are available as of the effective date of this Amendment, and the pricing established is reflective of these currently available services provided to the city. The Consultant reserves the right, upon prior notification to the City, to modify service levels, implement upgrades, or transition to a new platform as technology and service offerings evolve. Should such changes occur, the pricing structure may be revised to align with the enhancements or modifications to the services provided. This ensures that the City remains informed of and benefits from the latest advancements in service offerings, while also protecting the Consultant's ability to adapt and improve their service portfolio in response to technological advancements or changing needs.*