

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

RECITALS

A. Indigent Defense Administration of Sonoma County, LLC, (IDASC, LLC) ("Assignor") and the County of Sonoma ("County") are parties to a written agreement for professional services, effective July 1, 2023. A copy of the Agreement ("Agreement") is attached hereto and incorporated herein by reference as though fully set forth herein. Paragraph 11 of the Agreement describes the process for either party to assign or delegate their interest in and duties under the Agreement.

B. Kristine Burk, Esq., owner/manager of wishes to assign, transfer, sell, and convey full ownership and managerial interest in the LLC from herself to Nathan Poulos, Esq., ("Assignee") all right, title, and interest in, to, and under the Agreement, Assignee wishes to assume all duties and obligations of Assignor under the Agreement. Both the Assignor and Assignee understand that the County must approve of such assignment prior to its effectuation and under the terms set forth herein.

ASSIGNMENT AND ASSUMPTION

1. For due and sufficient consideration Assignor (i) hereby assigns to Assignee all right, title, and interest in and to the Agreement, including all monies due or which may become due thereunder, (ii) Assignor hereby delegates to Assignee all of the duties, obligations, and responsibilities imposed upon Assignor under the Agreement, and (iii) Assignee hereby assumes all of the duties, obligations, and responsibilities of Assignor under the Agreement.
2. Assignee hereby accepts said assignment and agrees to perform and complete the duties, obligations, and responsibilities of Assignor under the Agreement in accordance with the terms of the Agreement.
3. Assignor and Assignee agree that this assignment and assumption shall not: (a) release or discharge Assignor from any liability under the Agreement for acts taken prior to the full execution of this Assignment Agreement; (b) be construed to modify, waive or affect any of the terms, covenants, conditions, or provisions of the Agreement, or to waive any breach thereof, or any of the County's rights thereunder, or to enlarge or increase the County's obligations thereunder; or (c) be construed as a consent by the County to any further assignment by Assignee.
4. This assignment and assumption is contingent upon the County's consent to the same in writing in the form set forth on Page 3 of this Assignment and Assumption Agreement.
5. If Assignor or Assignee uses digital signature(s) to execute this Agreement, or to execute documents required to be executed by this Agreement, the digital signature(s) shall comply with Government Code section 16.5. By using digital signature(s), Assignor or Assignee warrants and represents that it intends the digital signature to have the same force and effect as a manual signature.

Kristine Burk, Owner/Manager IDASC, LLC.
Kristine Mary Burk

Date: July 19, 2024

Nathan Poulos, Esq.
Nathan Poulos

Date: July 19, 2024

Consent of the County of Sonoma

1. Referencing and incorporating herein the above Assignment and Assumption of Agreement, the County of Sonoma consents to the foregoing Assignment and Assumption of Agreement upon the express condition that Assignee shall assume and perform all of the terms of the Agreement as set forth above.
2. No provision of this consent shall be deemed to alter or modify any term or condition of the Agreement. Nothing in this consent shall give Assignee the right to assign the Agreement without the written consent of the County of Sonoma.

Joshua A. Myers, Chief Deputy County Counsel