

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT (this "Assignment") is made as of January 23, 2012, in San Francisco, California, by and between **Northpointe Institute for Public Management, Inc.** ("Assignor") and **Northpointe, Inc.** ("Assignee").

RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:
 - (a) **Agreement.** The term "Agreement" shall mean the Agreement dated **the 7th day of March 2011** between Assignor and City and County of San Francisco, a municipal corporation ("City").
 - (b) **Effective Date.** "Effective Date" shall mean **May 4, 2011**.
 - (c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.
2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Agreement and all of Assignor's duties and obligations thereunder, to the extent arising on or after the Effective Date.
3. **Assumption.** Assignee hereby accepts the assignment transfer and conveyance set forth in Section 2 and agrees to perform all of Assignor's duties and obligations under the Agreement, to the extent arising on or after the Effective Date.
4. **Left Blank by Agreement of the Parties.**
5. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
6. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.
7. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.

8. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.

9. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.

10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 12, nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor: Brian Mattson
Northpointe Institute for Public Management, Inc.
112 N. Rubey Dr., Suite 135
Golden, CO 80403

If to Assignee: Northpointe, Inc.
Judy Kimminau
112 N. Rubey Dr. #135
Golden, CO 80403
Fax: (303) 216-9459
E-mail: Judy.kimminau@northpointeinc.com

If to City: Ms. Wendy S. Still
Chief Adult Probation Officer
San Francisco Adult Probation Department
880 Bryant Street, Room 200
San Francisco, CA 94103
Fax: (415) 553-1717;
E-mail: wendy.still@sfgov.org

12. **Consent of City; No Release of Assignor; Waivers.** Each of Assignor and Assignee acknowledges that the prior written consent of City to this Assignment is required under the

terms of the Agreement. City shall be a third party beneficiary of this Assignment (other than Section 4) and shall have the right to enforce this Assignment. Neither this Assignment nor the consent of City set forth below shall release Assignor in whole or in part from any of its obligations or duties under the Agreement if Assignee fails to perform or observe any such obligation or duty. Assignor has entered into this Assignment and obtained such consent of City based solely upon Assignor's independent investigation of Assignee's financial condition and ability to perform under the Agreement, and Assignor assumes full responsibility for obtaining any further information with respect to Assignee or the conduct of its business after the date of this Assignment. Assignor waives any right to require City to (a) proceed against any person or entity including Assignee, (b) proceed against or exhaust any security now or hereafter held in connection with the Agreement, or (c) pursue any other remedy in City's power. Assignor waives any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person. Assignor shall not have and hereby waives any right of subrogation to any of the rights of City against Assignee or any other person and Assignor waives any right to enforce any remedy of Assignor against Assignee (including, without limitation, Section 4(b)) or against any other person unless and until all obligations to City under the Agreement and this Assignment have been paid and satisfied in full. Assignor waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by City with respect to the obligations under the Agreement. Assignor authorizes City, without notice or demand and without affecting Assignor's liability hereunder or under the Agreement to: (i) renew, modify or extend the time for performance of any obligation under the Agreement; (ii) take and hold security for the payment of any obligation under the Agreement and exchange, enforce, waive and release such security; and (iii) release or consent to an assignment by Assignee of all or any part of the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR

**Northpointe Institute for Public
Management, Inc.
CITY VENDOR No. 83611**

By



B. Matton, GM
Name and Title

ASSIGNEE

**Northpointe, Inc.
CITY VENDOR No. 85589**

By



B. Matton, GM
Name and Title

Subject to Section 12 of this Assignment, City hereby consents to the assignment and assumption described in Sections 2 and 3 of this Assignment.

CITY

Recommended by:



Signature for Department

Wendy S. Still
Printed Name

Chief Adult Probation Officer
San Francisco Adult Probation Department
Title and Department

Approved as to Form:


Dennis J. Herrera
City Attorney

By



Rosa M Sanchez
Deputy City Attorney

Approved:



Naomi Kelly
Director of Office of Contract Administration/ Purchaser

CERTIFICATE OF INSURANCE

SEE ENDORSEMENT # 142

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
NORTHPOINTE INC.
1764 FOREST RIDGE DRIVE
TRAVERSE CITY, MI 49686

CERTIFICATE HOLDER

SAN FRANCISCO ADULT PROBATION
880 BRYANT ST., ROOM 200
SAN FRANCISCO, CA 94103

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.


INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY
A Zurich Insurance Company Ltd. (AM Best rating A)
COMPANY
B Liberty Mutual Fire Insurance Company (AM Best rating A)
COMPANY
C
COMPANY
D
COMPANY
E Zurich American Insurance Company

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2011/09/27	2012/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 1,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
ADDITIONAL INSURED: THE CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS AND EMPLOYEES, AND SAN FRANCISCO ADULT PROBATION, ITS OFFICERS, AGENTS AND EMPLOYEES, but only with respect to liability arising out of the operations of the Named Insured.						
Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.						
NON-OWNED & HIRED AUTOMOBILE LIABILITY	A	8839016	2011/09/27	2012/09/27	\$1,000,000	EACH OCCURRENCE
ADDITIONAL INSURED: THE CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS AND EMPLOYEES, AND SAN FRANCISCO ADULT PROBATION, ITS OFFICERS, AGENTS AND EMPLOYEES, but only with respect to liability arising out of the operations of the Named Insured.						
UMBRELLA LIABILITY	A	8838706	2011/09/27	2012/09/27	\$14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS & OMISSIONS CLAIMS MADE BASIS \$500,000 DEDUCTIBLE	E	IPR0435933200	2011/09/27	2012/09/27	\$ 5,000,000	PER CLAIM & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE	E	MCP4476069				
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	B	WC2-B71-170802	2011/09/27	2012/09/27	\$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:						
BROKER The CG&B Group Inc. 120 South Town Centre Blvd. Markham, ON L6G 1C3			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives			
SIGNATURE OF AUTHORIZED REPRESENTATIVE 			PRINT NAME BRENDA POWRIE		DATE (YYYY/MM/DD) 2012/01/24	