

ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT & ASSUMPTION AGREEMENT ("AGREEMENT") is triparty agreement made and entered into by and between The Cleaning Guys/CG Environmental/Mid America, LLC ("Assignor"); EnviroServe, Inc., ("Assignee") and the City of San Antonio ("City") acting by and through its City Manager pursuant to Ordinance No. _____ passed and approved on _____ in reference to the following facts:

WHEREAS, the City and Assignor entered into that one certain On-Call Environmental Remediation Consulting Professional Services Agreement pursuant to Ordinance No. 2023-10-19-0752 (hereinafter referred to as the "Agreement"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Agreement, and Assignee desires to accept the assignment of such right, title and interest in and to the Agreement and to assume all of Assignor's rights and obligations in, to and under the Agreement that may arise or are to be performed from and after the effective date of this Agreement.

WHEREAS, Assignor has requested that the City approve the assignment of Assignor's rights, duties, interests, liabilities, and obligations in, to and under the Agreement to Assignee; and

WHEREAS, the City is willing to grant this request of Assignor to assign its rights, duties, interests, liabilities, and obligations in, to and under the Agreement to Assignee;

NOW THEREFORE: in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and City agree as follows:

The Assignor hereby conveys, transfers, assigns, and sets over to the Assignee all right, title and interest of the Assignor in, to and under the Agreement.

In consideration of the benefits Assignee will receive pursuant to the terms of the and other valuable consideration, Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities, and obligations in, to and under the Agreement that arise or accrue from and after the effective date of this Agreement. Assignee agrees to all of the terms, conditions, provisions, covenants, and obligations contained in the Agreement which the Assignor is obligated to keep or perform to the extent such arise or accrue on or after the effective date of this Agreement, including, but not limited to, liabilities pursuant to the terms of the Agreement. Assignee shall indemnify and hold harmless the City of San Antonio and Assignor from and against any and all such assumed duties, liabilities, or obligations.

Assignee hereby agrees to provide the City of San Antonio all required endorsements and completed Certificates of Insurance in accordance with the terms of the Agreement.

In consideration therefor, the Assignor hereby remains liable for all of Assignor's rights, duties, interests, liabilities, and obligations under the Agreement which arose or accrued before the effective date of this Agreement, but only to the extent said liabilities existed at the effective date of this Agreement and only to the extent Assignor would otherwise be responsible for such liabilities under the Agreement. Pursuant to and in accordance with the terms of the Agreement, Assignor shall indemnify the City of San Antonio with respect to any and all such duties, liabilities, or obligations.

The effective date of this Assignment & Assumption Agreement shall be the date of execution by the City Manager, but in no event earlier than the date the Agreement is approved by San Antonio City Council. If the San Antonio City Council does not approve the Agreement, this Assignment & Assumption Agreement shall be null and void and of no effect.

This Assignment & Assumption Agreement is executed in multiple counterparts each of which contains all required original signatures and shall be considered an original on its own.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment & Assumption Agreement as of the dates set forth below.

ASSIGNOR:

ASSIGNEE:

The Cleaning Guys/CG Environmental/
Mid America, LLC

DocuSigned by:

25971FBF10F7448...
Signature

RJ Schwartz


Printed Name

General Manager

Title

Date: 4/10/25

EnviroServe, Inc.,

Signed by:

A56577AA73054E1...
Signature

John Abbs

Printed Name

Sr. Operations Manager

Title

Date: 4/10/25

AGREED TO AND ACCEPTED:

CITY OF SAN ANTONIO

Erik J. Walsh, City Manager

Date: _____

Approved as to form:

City Attorney