

Attachment K

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**AGREEMENT AND CONSENT TO ASSIGNMENT OF
PROFESSIONAL SERVICES AGREEMENT NO. A-13836, DATED MARCH 7, 2014
AND
PROFESSIONAL SERVICES AGREEMENT NO. A-12674, DATED MAY 20, 2014,
BETWEEN
COUNTY OF MONTEREY AND
RIM ARCHITECTS (CALIFORNIA), INC. (ASSIGNOR) TO
RIM ARCHITECTS (CA), LLP (ASSIGNEE)**

This Agreement and Consent to Assignment is provided by Monterey County (hereinafter, "County") for the benefit of RIM Architects (California), Inc. (hereinafter, "Assignor") and RIM Architects (CA), LLP (hereinafter, "Assignee") and is effective retroactive to **January 1, 2020** (hereinafter, "Assignment Date"), which is the effective date of the "Assignment Agreement" attached hereto and incorporated by this reference and referred to as **Exhibit "A"**.

RECITALS

- A. Whereas, Assignor and County entered into two (2) Agreements, as follows: 1) Professional Services Agreement (PSA) No. A-13836 with Assignor for on-call services under \$100,000 for architectural and engineering design services for various projects located in Monterey County [Request for Qualifications (RFQ) #10455] [Multi-Year Agreement (MYA) #3000*1224], dated March 7, 2014; and 2) PSA No. A-12674 with Assignor for on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County (RFQ #10456) (MYA #3000*1204), dated **May 20, 2014**, as modified by any and all addendums, amendments and exhibits thereto (collectively and hereinafter, "Agreements") on file with the County of Monterey, Resource Management Agency (RMA) and incorporated herein by this reference as though fully attached hereto; and
- B. Whereas, on **January 1, 2020** ("Assignment Date"), Assignor executed the "Assignment Agreement", referred to as **Exhibit "A"**, attached hereto and incorporated by this reference; and
- C. Whereas, Assignor has transferred certain of its assets to Assignee as reflected in the "**Exhibit A**", dated as of January 1, 2020 (the "Effective Date"). In connection with the transfer of such assets, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest in and to the **Agreements** which relate to the period on or after the Assignment Date (hereinafter, "Assignment"); and
- D. Whereas, **Agreements**, in Section 10.0, "Overriding Contractor Performance Requirements", Paragraph 10.3, "Non-Assignment" provides that, "*CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.*"

PARTIES CONSENT TO ASSIGNMENT

1. County hereby consents to the Assignment of said Agreements to Assignee, effective as of the Assignment Date of January 1, 2020, and acknowledges that said Assignment shall not constitute or be deemed to be a breach of said Agreements by Assignor.

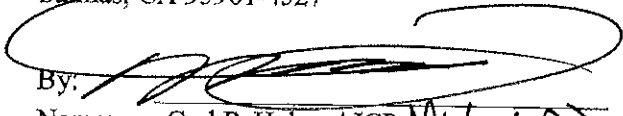
2. Pursuant to said Assignment, Assignor is relieved of all duties, obligations and liabilities under said Agreements arising on or after the Assignment Date of January 1, 2020, and County agrees to look solely to the Assignee to satisfy any such duties, obligations and liabilities under said Agreements arising on or after the Assignment Date of January 1, 2020.
3. Assignee consents to the Assignment of Agreements by Assignor to Assignee and hereby agrees to assume all duties, obligations and liabilities to County under said Agreements, dated March 7, 2014 and May 20, 2014, arising on or after the Assignment Date of January 1, 2020.
4. The Recitals to this Agreement and Consent to Assignment are hereby incorporated into this Agreement and Consent to Assignment.

COUNTY:

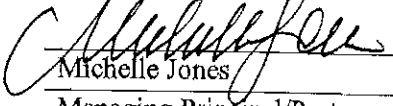
County of Monterey
Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

ASSIGNEE:

RIM Architects (CA), LLP
639 Front Street, 2nd Floor
San Francisco, California 94111

By: 
Name: Carl P. Holm, AICP
Title: RMA Director CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY

Date: 02-28-2020

By: 
Name: Michelle Jones
Title: Managing Principal/Partner

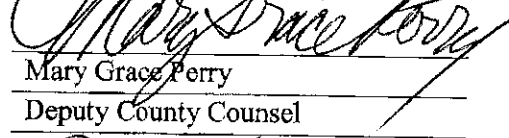
Date: _____

By: _____
Name: _____
Title: _____

Date: _____

Approved as to Form:

Office of the County Counsel
Leslie J. Girard, County Counsel

By: 
Name: Mary Grace Perry
Title: Deputy County Counsel


Date: 2-14-2020

ASSIGNOR:

RIM Architects (California), Inc.
639 Front Street, 2nd Floor
San Francisco, California 94111

By: 
Name: Michelle Jones
Title: Vice President

Date: _____

By: 
Name: David L. McVeigh
Title: Secretary

Date: 2/5/2020

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A – ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT

This Assignment Agreement is made on or as of January 15, 2020, by and between RIM Architects (California), Inc., a California corporation with an address of 639 Front Street, 2nd Floor, San Francisco, CA 94111 ("Assignor"), RIM Architects (CA), LLP, a California registered limited liability partnership with an address of 639 Front Street, 2nd Floor, San Francisco, CA 94111 ("Assignee").

RECITALS

- A. Assignor and The County of Monterey ("Client") are parties to Agreements dated March 7, 2014 and May 20, 2014 with Amendments 03 for both Agreements (the "Contract").
- B. Assignor and Assignor's parent (RIM Architects, LLC) have determined that the professional services rendered by Assignor may be better delivered to its clients through Assignee and the legal structure of a limited liability partnership versus a corporation so have agreed to assign all contracts and work currently being performed by Assignor to Assignee.
- C. Assignee will employ the same professionals and staff as Assignor has been employing, so that clients who have been working with Assignor will not see a change in personnel, quality of work, or performance.
- D. Assignor and Assignee wish to substitute Assignee in place of Assignor with respect to the Contract.

TERMS

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys to the Assignee as of January 1, 2020 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the Contract.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to, and under the Contract from and after the Effective Date.
3. Assignor and Assignee acknowledge that the foregoing assignment does not release Assignor from any liability to Client under the Contract.

EXHIBIT A – ASSIGNMENT AGREEMENT

In witness whereof, the parties have executed this Agreement on or as of the date first written above.

RIM Architects (California), Inc.
A California corporation

By: **Michelle Jones** Digitally signed by
Michelle Jones
Date: 2020.01.16
16:31:17 -08'00'

Its: Managing Principal

RIM Architects (CA), LLP
A California registered limited liability partnership

By: **Michelle Jones** Digitally signed by
Michelle Jones
Date: 2020.01.16 16:31:31
-08'00'

Its: Managing Principal

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