

COUNTY OF ALAMEDA COUNTYWIDE OVERSIGHT BOARD

RESOLUTION NUMBER NO. OB-2021-01

**A RESOLUTION OF THE COUNTY OF ALAMEDA
COUNTYWIDE OVERSIGHT BOARD**

**APPROVING THE CONSENT TO ASSIGNMENT OF AN EXISTING AGREEMENT
FOR THE SUCCESSOR AGENCY TO THE ALAMEDA COUNTY REDEVELOPMENT
AGENCY**

WHEREAS, the Redevelopment Dissolution Law (AB 1X 26, enacted June 28, 2011, as amended by AB 1484, enacted June 27, 2012 and SB 107, enacted on September 22, 2015) and Section 34177 of the Health and Safety Code (“HSC”) required the successor agencies, among other things, to expeditiously wind down affairs of each former redevelopment agency (“RDA”), while continuing to meet the former RDA’s enforceable obligations, and overseeing completion of redevelopment projects and disposing of the assets and properties of the former RDA, all as directed by the successor agencies’ oversight boards pursuant to HSC Section 34179(a); and

WHEREAS, HSC Section 34179(j) provided for the creation of the County of Alameda Countywide Oversight Board (“Oversight Board”) commencing on and after July 1, 2018; and

WHEREAS, pursuant to Section 34181(e) of the HSC, the Oversight Board shall direct the Successor Agency to the Alameda County Redevelopment Agency (“Successor Agency”), to determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the Oversight Board for its approval. The Oversight Board may approve any amendments to or early termination of those agreements if it finds that amendments or early termination would be in the best interests of the taxing entities; and

WHEREAS, On May 24, 2011, the Alameda County Board of Supervisors, acting as the Redevelopment Board of Directors, approved the contract with Muller & Caulfield Architects. The contract scope of work includes delivery of the conceptual design; schematic, design development and construction documents; and construction administration for various projects that include the San Lorenzo Fire Station, Cherryland Fire Station and the unincorporated area wayfinding signage program. The contract has been amended twice for time-only extensions. The contract was executed prior to the dissolution of redevelopment, and therefore the contract was deemed an “enforceable obligation” by the California Department of Finance and payments under the contract have been approved on all subsequent Recognized Obligation Payment Schedules (“ROPS”); and

WHEREAS, the design of a new fire station in San Lorenzo, and the completion of the wayfinding signage program, are the only remaining items of work in the contract; and

WHEREAS, the assignment of the contract is necessitated by the prime contractor, Muller & Caulfield Architects, closing their practice. Ross Drulis Cusenbery Architecture (“RDC”) is the largest sub-contractor under this contract, has specific expertise in fire station

design, was the lead on the Cherryland Fire Station design team, and is Small Local Emerging Business (SLEB) certified. RDC was integral to the development of the Cherryland Fire Station and was expected to be a key contributor to the development of the new San Lorenzo Fire Station as a major subcontractor under the contract. RDC has the desire and expertise to take on the contract responsibilities; and

WHEREAS, on January 5, 2021 the Alameda County Board of Supervisors, acting as the Successor Agency, approved the Consent to Assignment of the contract from Muller & Caulfield Architects to Ross Drulis Cusenbery Architecture for architectural services for the term of 5/24/11 – 12/31/22; and

WHEREAS, there is approximately \$823,000 remaining in the \$2,073,643 contract amount; and

WHEREAS, the County of Alameda and the Alameda County Fire District are the largest Alameda County Successor Agency taxing entities, and the assignment of this contract will allow for the design of a new fire station and the completion of an ongoing wayfinding signage program that will both benefit and be a cost efficient to the taxing entities. Both the new fire station and the wayfinding project will contribute to the health, safety, and financial stability of the community and taxing entities. Procuring new consultants to complete this work would be costly and inefficient; and

WHEREAS, the Oversight Board held a public meeting on January 20, 2021, and considered the Consent to Assignment following the notice required by law; and

WHEREAS, the Oversight Board finds that the Consent to Assignment will increase revenues, decrease liabilities and is in the best interest of the taxing entities; and

NOW, THEREFORE, BE IT RESOLVED that the Oversight Board hereby approves the Successor Agency's Consent to Assignment in the form substantially the same as attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Oversight Board for the Successor Agency to the Alameda County Redevelopment Agency this 20th day of January, 2021 by the following vote:

Board Members	Carson County Board of Supervisors	Halliday City Selection Committee	Sethy Ind. Special District Committee	Mack-Rose County Office of Education	Dela Rosa Chancellor of the CA Comm. College	O'Connell County Board of Supervisors (Public)	Katz Mulvey Recognized Employee Organization
AYES:	✓	✓	✓	✓		✓	✓
NOES:							
ABSENT:					✓		
ABSTAIN:							

DocuSigned by:

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 Chairperson, Barbara Halliday


ATTEST:

 Secretary of the Countywide Oversight Board
 of the County of Alameda

EXHIBIT A
Consent to Assignment

CONSENT TO ASSIGNMENT

This CONSENT TO ASSIGNMENT ("Consent") is made this _____ day of January 2021, by and among the SUCCESSOR AGENCY TO THE ALAMEDA COUNTY REDEVELOPMENT AGENCY (the "Successor Agency"), MULLER & CAULFIELD ARCHITECTS ("the Assignor"), and ROSS DRULIS CUSENBERY ARCHITECTURE (the "Assignee");

WHEREAS, Assignor entered into a Standard Services Agreement with Successor Agency dated May 24, 2011, for the performance of architectural services (the "Agreement"); and

WHEREAS, the Agreement was amended on February 6, 2014 ("Amendment No. One) and on May 8, 2018, ("Amendment No. Two); and

WHEREAS, the term of the Agreement is through December 31, 2022 and the not-to-exceed amount is \$2,073,643; and

WHEREAS, Assignor desires to assign all rights and obligations relating to the continued performance of the Agreement, as amended, to Assignee as of the effective date, and Assignee is willing to accept such assignment; and

WHEREAS, Section 29 of the Agreement prohibits Assignor from subcontracting, assigning or delegating any portion of the Agreement without Successor Agency's prior written consent; and

WHEREAS, Successor Agency is willing to consent to the assignment on the terms and conditions provided herein.

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

1. Assignor and Successor Agency hereby certify as follows:

a. The Agreement is in full force and effect, represents entire agreement between Successor Agency and Assignor and has not been supplemented, amended, assigned or otherwise modified except as provided above.

b. Neither Successor Agency nor Assignor is in default under or in breach of the Agreement nor does there exist any event, which with the passage of time or the giving of notice would constitute a default or breach by Successor Agency or Assignor under the Agreement.

c. Neither Successor Agency nor Assignor have any claims, counterclaims, offsets or

defenses against the other arising under the Agreement or in connection with the work performed or to be performed thereunder.

2. Assignor hereby assigns all of its rights, title and interest in the Agreement to Assignee and Assignee hereby assumes all rights, obligations, and liabilities for the performance of the Agreement.

3. Successor Agency hereby consents to Assignor's assignment of the Agreement to Assignee as of January 5, 2021 (the "Effective Date"). By consenting to the assignment Successor Agency does not waive or release Assignor from any claim or cause of action it has or may have against Assignor by reason of, arising out of, or relating to Assignor's performance of the Agreement and Assignor's obligations regarding Indemnification shall remain in full force and effect.

4. Unless otherwise set forth herein, Assignor represents that to the best of its knowledge, no undisclosed agreement, concession, or litigation of any nature affecting the Agreement exists and that Agreement is in full force and effect, and Assignor knows of no defect, default, breach, waiver of rights, or other issue that would impair Assignee's rights herein.

5. Pursuant to Section 13 of the Agreement, Notices, for the purpose of giving notices, the following address will be used for the Assignee: Ross Drulis Cusenbery Architecture, 1201 Park Ave, Suite 101, Emeryville, CA 94608.

IN WITNESS THEREOF, the parties have executed this Consent to Assignment as of the date first written herein.

SUCCESSOR AGENCY OF ALAMEDA COUNTY

By: _____
Richard Valle
President, Board of Supervisors

MULLER & CAULFIELD ARCHITECTS

DocuSigned by:
Rosemary Muller
By: _____
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Rosemary Muller, Principal

**APPROVED AS TO FORM:
DONNA R. ZIEGLER, COUNTY COUNSEL**

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Kathleen Pacheco
By: _____
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Kathleen Pacheco
Senior Deputy County Counsel

ROSS DRULIS CUSENBERY ARCHITECTURE

DocuSigned by:
Mallory Cusenbery
By: _____
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Mallory Cusenbery, Principal