

# Attachment D

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**AMENDMENT NO. 4  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
RIM ARCHITECTS (CA), LLP**

**THIS AMENDMENT NO. 4** to Agreement No. A-12674 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and RIM Architects (CA), LLP (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

**WHEREAS**, County entered into Agreement No. A-12674 with RIM Architects (California), Inc. on May 20, 2014 (hereinafter, “Agreement”) to provide on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County (hereinafter, “services”) through May 20, 2017 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$5,000,000; and

**WHEREAS**, Agreement was amended by the Parties on May 26, 2017 (hereinafter, “Amendment No. 1”, including Attachment K-1, Revised Fee Schedule effective May 21, 2017) to update the Fee Schedule and to extend the term for one (1) additional year through May 20, 2018 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on May 24, 2018 (hereinafter, “Amendment No. 2”, including Attachment K-2, Revised Fee Schedule effective May 21, 2018) to update the provisions of the Agreement, to update the Fee Schedule, and to extend the term for one (1) additional year through May 20, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on May 28, 2019 (hereinafter, “Amendment No. 3”) to extend the term for one (1) additional year through May 20, 2020 with no increase in the not to exceed amount; and

**WHEREAS**, on February 28, 2020, an “Agreement and Consent to Assignment of Agreement No. A-13836, dated March 7, 2014 and Agreement No. A-12674, dated May 20, 2014, between County of Monterey and RIM Architects (California), Inc. (Assignor) to RIM Architects (CA), LLP” with an effective date retroactive to January 1, 2020 was executed to authorize the assignment of the May 20, 2014 Agreement from RIM Architects (California), Inc. to CONTRACTOR pursuant to Paragraph 10.3, Assignment and Subcontracting of said May 20, 2014 Agreement; and

**WHEREAS**, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10456; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide services and to allow County staff to prepare and process a new RFQ; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to May 20, 2021 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 3.1 of Section 3.0, “Term of Agreement”, to read as follows:

The term shall commence with the signing of the AGREEMENT, May 20, 2014, through and including May 20, 2021.

2. Replace the County’s email address in Paragraph 5.1 of Section 5.0, “Invoices and Purchase Orders”, with the following:

[RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us)

3. Amend County information in Paragraph 21.2 of Section 21.0, “Notices”, to read as follows:

TO COUNTY:

Florence Kabwasa-Green

Project Manager III

County of Monterey, Resource Management Agency – Public Works, Parks and Facilities

1441 Schilling Place, South 2<sup>nd</sup> Floor

Salinas, California 93901-4527

Phone: (831) 755-4805

Fax: (831) 755-4958

Email: [kabwasa-greenfa@co.monterey.ca.us](mailto:kabwasa-greenfa@co.monterey.ca.us)

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 4 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.


**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
RIM Architects (CA), LLP  
Contractor's Business Name

Date: \_\_\_\_\_

By:   
\_\_\_\_\_  
(Signature of Chair, President or Vice President)


**Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel**

Its: David McVeigh, CEO/President  
(Print Name and Title)

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: 04/16/2020

Date: \_\_\_\_\_

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

**Approved as to Fiscal Provisions**

Its: Michelle Jones, Secretary  
(Print Name and Title)

By:   
\_\_\_\_\_  
Auditor/Controller

Date: 04/16/2020

Date: \_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Leslie J. Girard, County Counsel-Risk Manager**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*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.

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