

# Attachment A

**AMENDMENT NO. 3  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
KMD JUSTICE/KASAVAN ARCHITECTS JOINT VENTURE**

**THIS AMENDMENT NO. 3** to Agreement No. A-12665 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and KMD Justice/Kasavan Architects Joint Venture (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**, CONTRACTOR entered into Agreement No. A-12665 with County on May 12, 2014 (hereinafter, "Agreement") to provide on-call services over \$100,000 for architectural and engineering design services for various correctional projects located in Monterey County (hereinafter, "services") through May 12, 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 16, 2017 (hereinafter, "Amendment No. 1", including Attachment K-1, Revised Fee Schedule effective May 13, 2017) to update the Fee Schedule and to extend the term for one (1) additional year through May 12, 2018 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on May 15, 2018 (hereinafter, "Amendment No. 2", including Attachment K-2, Revised Fee Schedule effective May 13, 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 12, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10458; 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 12, 2020 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. 3.

**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 12, 2014, through and including May 12, 2020.

2. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Paragraph 4.0, "Compensation and Payments", of the AGREEMENT. All invoices shall reference the Multi-Year Agreement (MYA) number #3000\*1205, Project Name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us):

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us).

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

TO COUNTY:

Julie A. Lupkin  
Management Analyst II  
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) 755-4930  
Fax: (831) 755-4958  
Email: [lupkinj@co.monterey.ca.us](mailto:lupkinj@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. 3 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. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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

\_\_\_\_\_ KMD Justice/Kasavan Architects Joint Venture  
Contractor's Business Name

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

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

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

Its: PAUL RYAN STEVENS, PRESIDENT/CEO  
(Print Name and Title)

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

Date: 4/16/19

Date: 4-17-19

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

Approved as to Fiscal Provisions

Its: REBECCA NATHAN, SECRETARY  
(Print Name and Title)

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

Date: 4-5-19

Date: 4/23/19

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

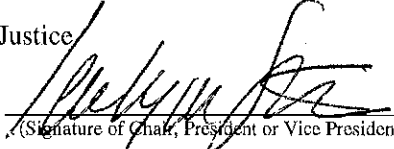
**COUNTY OF MONTEREY**

**CONTRACTOR\***

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

KMD Justice/Kasavan Architects Joint Venture  
Contractor's Business Name

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

KMD Justice  
By:   
(Signature of Chief, President or Vice President)

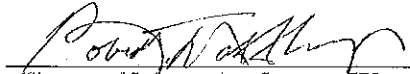
Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

Its: PAUL RYAN STEVENS PRESIDENT/COO  
(Print Name and Title)

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

Date: 4/16/19

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

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

Approved as to Fiscal Provisions

Its: ROBERT MATTHEW, SECRETARY  
(Print Name and Title)

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

Date: 4/15/19

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

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

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

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

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

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

**CONTRACTOR\***

KMD Justice/Kasavan Architects Joint Venture  
Contractor's Business Name

Kasavan Architects

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

Its: Peter Kasavan, President  
(Print Name and Title)

Date: April 19, 2019

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

Its: Peter Kasavan, Secretary  
(Print Name and Title)

Date: April 19, 2019

\*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.