

ATTACHMENT C

Amendments Nos. 1 through 7 to A-14097
with LeSar Development Consultants

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**AMENDMENT # 1
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE**

THIS AMENDMENT #2 is entered into this FEBRUARY 20, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 shall be deleted and replaced in its entirety as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

By: 
Jennifer LeSar,
Chief Executive Officer

Date: 2/5/2020

COUNTY OF MONTEREY

By: 
Michael Derr
Contracts/Purchasing Officer

Date: 2/20/2020

Approved as to form and legality

By: 
Robert Brayer, Deputy County Counsel

Date: 2-11-20

Reviewed as to fiscal provisions:

By: 
~~Gary Giboney, Chief Deputy Auditor~~
Bureau Assistant

Date: 2/13/2020



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14097

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

a. Approved an agreement with LeSar Development Consultants for the period August 28, 2018 through February 29, 2020 and not to exceed \$195,100, to provide the technical assistance required to update the County's Affordable Housing Ordinance; and

b. Authorized the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement.

PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

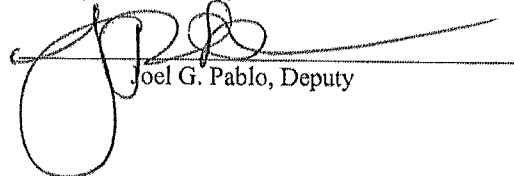
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting August 28, 2018.

Dated: August 28, 2018
File ID: 18-735

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy

**AMENDMENT # 2
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE**

THIS AMENDMENT #2 is entered into this 1/13/2021 | 3:21 PM PST, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

- I. Paragraph 3.01 of Agreement No. 14097 as amended shall be deleted and replaced in its entirety as follows:
The term of this Agreement is from August 28, 2018 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.
- III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

DocuSigned by:
By: Jennifer LeSar, Principal
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Jennifer LeSar,
Chief Executive Officer

Date: 12/3/2020 | 10:45 AM PST

COUNTY OF MONTEREY

DocuSigned by:
By: Michael R. Derr
367942E6F649429...
Michael Derr
Contracts/Purchasing Officer

Date: 1/13/2021 | 3:21 PM PST

Approved as to form and legality

DocuSigned by:
By: Robert I. Brayer, Deputy County Counsel
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Robert Brayer, Deputy County Counsel

Date: 12/3/2020 | 11:43 AM PST

Reviewed as to fiscal provisions:

DocuSigned by:
By: Gary Giboney
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Gary Giboney, Chief Deputy Auditor
Controller

Date: 12/3/2020 | 11:46 AM PST

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**AMENDMENT #3
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE**

THIS AMENDMENT #3 is entered into this 1st day of November 2021 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the term of Agreement No. A-14097 was extended through December 31, 2020 by Amendment #1;

WHEREAS, the term of Agreement No. A-14097 was extended through December 31, 2021 by Amendment #2;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 as amended shall be deleted and replaced in its entirety as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Agreement on the dates set forth below.

CONTRACTOR

DocuSigned by:
By: Jennifer LeSar, Principal
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Jennifer LeSar,
Chief Executive Officer

Date: 11/2/2021

COUNTY OF MONTEREY

DocuSigned by:
By: Debra R. Wilson
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Debra R. Wilson, PhD
Acting Contracts/Purchasing Officer

Date: 11/4/2021

Approved as to form and legality

DocuSigned by:
By: Kristi Markey
C21D52A9D63041C...
Kristi Markey, Deputy County Counsel

Reviewed as to fiscal provisions:

DocuSigned by:
By: Gary Giboney
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Auditor-Controller's Office



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14097; Amendment No. 4

- a. Consider approving Amendment Number 4 to Agreement No. A-14097 with LeSar Development Consultants to increase the maximum not to exceed amount by \$64,590 for a new not to exceed amount of \$259,600.00 to provide additional technical assistance to prepare a non-residential linkage fee analysis and recommendations in support of updating the County’s Inclusionary Housing Ordinance; and
- b. Authorize the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement

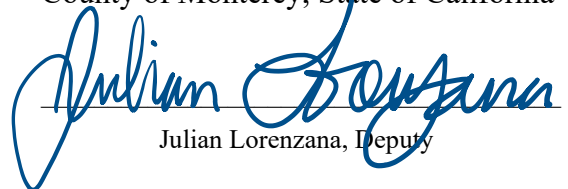
PASSED AND ADOPTED on this 24th day of May 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 24, 2022.

Dated: May 27, 2022
File ID: 22-408
Agenda Item No.: 44

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**AMENDMENT No. 4
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S INCLUSIONARY HOUSING ORDINANCE**

THIS AMENDMENT No. 4 is entered into this 9/1/2022 by and between the County of Monterey (County) and LeSar Development Corporation (CONTRACTOR).

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 (Agreement) between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance, which is codified at Chapter 18.40 of the Monterey County Code;

WHEREAS, the term of the Agreement was originally August 28, 2018 through February 29, 2020;

WHEREAS, the term of the Agreement was extended through December 31, 2020 by Amendment No. 1;

WHEREAS, the term of the Agreement was extended through December 31, 2021 by Amendment No. 2;

WHEREAS, the term the Agreement was extended through December 31, 2022 by Amendment No. 3;

WHEREAS, the County and Contractor want to expand the scope of work to include the preparation of a Commercial and Industrial Linkage Fee;

WHEREAS, the County and Contractor wish to increase the maximum amount of the Agreement to include the costs associated with preparing the necessary nexus study that could support the adoption of a new non-residential linkage fee.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 2.01 of the Agreement shall be deleted and replaced in its entirety as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A.2**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$259,600**.

II. Exhibit A.2 – Detailed Scope of Work and Payment Schedule which amends the former Exhibit A.1 by adding task: Phase 5.4.2.1, Preparation of a Non-Residential Linkage Fee Analysis and Recommendations.

The Non-Residential Linkage Fee Analysis shall be prepared as more fully described in Keyser Marston Associates October 22, 2021, Proposed Scope of Services to Prepare Revenue Estimate and Preliminary Cost Estimate: Nexus Study and Optional Services to Support Adoption of a New Non-Residential Affordable Housing Fee Program (Commercial Linkage Fee).

The Keyser Marston Associates proposal shall be incorporated as Exhibit D of this Agreement.

- III. All other terms and conditions of the Agreement remain unchanged.
- IV. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Agreement on the dates set forth below.

CONTRACTOR

COUNTY OF MONTEREY

DocuSigned by:
 By: Jennifer LeSar
 Jennifer LeSar,
 Chief Executive Officer

DocuSigned by:
 By: Angelica Kuelas
 Contracts/Purchasing Officer

Date: 4/20/2022

Date: 9/1/2022

Approved as to form and legality
 DocuSigned by:
 By: Kristi Markey 4/20/2022
 Kristi Markey, Deputy County Counsel

Reviewed as to fiscal provisions:
 DocuSigned by:
 By: Burcu Mousa 4/26/2022
 Auditor-Controller's Office

- Exhibit A – Scope of Services / Payment Provisions
- Exhibit A.2 – Detailed Scope of Work and Payment Schedule
- Exhibit B – RFP #10650 for Inclusionary Housing Ordinance
- Exhibit C – LeSar Development Consultants Response to RFP #10650
- Exhibit D – Keyser Marston Associates Proposed Scope of Services to Prepare Revenue Estimate

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**RESOLUTION GRANTING SIGNING AND AUTHORITY
TO CONDUCT BUSINESS**

FOR

LeSAR DEVELOPMENT CONSULTANTS

Dated as of: December 16, 2016

The undersigned, being the sole member of the Board of Directors of LeSAR DEVELOPMENT CONSULTANTS, a corporation organized under the General Corporation Law of California, does hereby consent to take the following actions and adopt the following resolutions without a formal meeting:

RESOLVED, that Jennifer LeSar is hereby authorized and approved to grant signing authority and authority to conduct business to Catherine A. Romanas, Director of Operations. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of contracts, obligations, certifications, and other instruments entered into by this Corporation.

The undersigned hereby certifies that this resolution is now in full force and effect without modification or rescission.

This consent is executed pursuant to Section 307(b) of the CORPORATIONS CODE of the State of California, and Section 13 of Article III of the Bylaws of this corporation, which authorize the taking of action by the Board of Directors by written consent without a meeting.

Dated as of: December 16, 2016


Jennifer LeSar

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Exhibit A.2

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revised Deliverable Due Date	Maximum Billable
5	Contract Approval by Board of Supervisors	7/24/2018			\$5,520
5.0.1	Kick-off Meeting with Primary Team Members	9/7/2018			
5.0.2	Finalize Workplan, Timeline, and Milestones; ongoing project management	9/10/2018			
5.2	Review of Current Ordinance				\$3,605
5.2.1	Examine current inclusionary requirements, Ordinance, and Guidelines including incentives	9/22/2018	2/5/2019		
5.2.2	Evaluate Ordinance against state laws and court decisions	9/22/2018	2/5/2019		
5.3	Examination of Data				\$27,545
5.3.1	Cost to produce affordable housing vs. market rate housing	10/22/2018	2/5/2019		
5.3.2	Existing market demand for affordable housing and market rate housing	10/22/2018	2/5/2019		
5.3.3	Current housing options available to very low-, low-, moderate-, workforce I, and workforce II-income households	10/22/2018	2/5/2019		
5.4	Affordable Housing Nexus Studies				
5.4.1	Methodology and assumptions	11/21/2018			
5.4.2	Economic analysis (<i>aka Affordable Housing Nexus Study</i>)	11/21/2018	2/5/2019		\$36,855
5.4.2.1	Commercial & Industrial Linkage Fee Analysis & Recommendations			8/31/2022	\$64,590
5.4.3	Identification of impacts	11/21/2018			
5.4.4	Compliance recommendations consistent with the requirements of AB1505 including In-lieu fee, land dedication, off-site construction, and acquisition and rehabilitation of existing units	11/21/2018	2/5/2019		
5.4.5	Administration draft review prior to public draft	11/21/2018			
5.5	Conclusions and Recommendations				\$41,745
5.5.1	Identify incentives and alternatives	4/11/2019	9/4/2020		
5.5.2	Financial benefits, costs and impacts of incentives	4/11/2019	9/4/2020		
5.5.3	Process for annually adjusting In-Lieu Fee Schedule	4/11/2019	9/4/2020		
5.5.4	Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices	4/11/2019	9/4/2020		
5.5.5	Draft Inclusionary Housing Ordinance	6/10/2019	9/4/2020		
5.6	Citizen Participation & Outreach				\$41,770
5.6.1	One (1) resource meeting with local housing and community development stakeholders, including housing developers	4/10/2019	10/8/2020		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	10/16/2020		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	Delete		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	Delete		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	Delete		
5.6.2.a	Two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further factfinding and outreach	6/9/2019	TBD		

Exhibit A.2

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
Detailed Scope of Services Deliverable and Payment Schedule

<u>Phase</u>	<u>Deliverable Description</u>	<u>Deliverable Due Date</u>	<u>5/1/20 Revised Deliverable Due Date</u>	<u>2/24/22 Revised Deliverable Due Date</u>	<u>Maximum Billable</u>
5.6.3	One Housing Advisory Commission meeting as a kick-off	9/12/2018			
5.6.4	One Board of Supervisors meeting as a kick-off	9/11/2018	2/5/2019		
5.6.4.1.a	Board of Supervisors Meeting for Policy Direction (staff report & attachments due for internal review)		6/5/2020		
5.6.4.1.b	Board of Supervisors Meeting for Policy Direction (staff review comments due)		6/19/2020		
5.6.4.1.b	Board of Supervisors Meeting for Policy Direction (County staff only)		7/7/2020		
5.6.5	Obtain public input, plan, coordinate, publicize and conduct through an online / website survey	4/10/2019			
5.7	Board of Supervisors, Planning Commission & Housing Advisory Committee				\$29,970
5.7.1	Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory Committee	6/10/2019	Delete		
5.7.2	Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing Advisory Committee	7/10/2019	12/9/2020		
5.7.3.1	Affordable Housing Nexus Study Presented to BoS		2/5/2019		
5.7.3.a	Planning Commission Staff Report and Documents Due		1/6/2021		
5.7.3.b	Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary Housing Ordinance and Administrative Manual to the Planning Commission	8/7/2019	1/20/2021		
5.7.4.b	Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary Housing Ordinance, and Administrative Manual to the Board of Supervisors	9/17/2019	3/2/2021		
5.7.5	In addition to the Deliverables outlined below, CONTRACTOR will provide and update PowerPoint presentations for each meeting	Ongoing			
5.7.6	County staff will schedule presentation on agenda and coordinate required notices, agenda posting and agenda packet distribution. County staff will prepare staff report to accompany presentation.	Ongoing			
5.8	Deliverables				
5.8.1.1	Plan for Public Participation	9/10/2018			
5.8.1.2.a	Administrative Draft Affordable Housing Ordinance and Administrative Manual	6/10/2019	11/2/2020		
5.8.1.2.b	Staff Comments on Admin. Draft Ordinance and Admin. Manual Due		11/9/2020		
5.8.1.3	Intentionally Left Blank				
5.8.1.4	Public Review Draft Affordable Housing Ordinance and Administrative Manual	7/1/2019	11/20/2020		
5.8.1.5	Final Draft Affordable Housing Ordinance and Administrative Manual for Board of Supervisors Consideration	8/17/2019	12/18/2020		
5.8.1.6	Final Affordable Housing Ordinance and Administrative Manual as Adopted by Board of Supervisors	9/27/2019			
5.9	Other Expenses				\$8,000

Exhibit A.2

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
 Detailed Scope of Services Deliverable and Payment Schedule

<u>Phase</u>	<u>Deliverable Description</u>	<u>Deliverable Due Date</u>	<u>5/1/20 Revised Deliverable Due Date</u>	<u>2/24/22 Revised Deliverable Due Date</u>	<u>Maximum Billable</u>
	Reimbursable Expenses as Incurred (milage, parking, translation services, printing, etc.)				
	Total Amount Payable Under Agreement				<u><u>\$259,600</u></u>

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Memorandum

To: Erik Lundquist and Darby Marshall, County of Monterey

From: Farzad Mashhood and Craig Adelman, LeSar Development Consultants

Date: January 6, 2022

Re: Monterey County Inclusionary Housing Ordinance Update Scope of Work Change

This memo details a recommended change to LeSar Development Consultants' scope of work with Monterey County to provide technical assistance to update the county's inclusionary housing ordinance. The county first engaged LeSar in August 2018. LeSar and its consultant team of Keyser Marston Associates (KMA) and Goldfarb & Lipman LLP (GL) completed the initial review and analysis of the county's inclusionary ordinance in 2019. Various matters delayed the County's continued engagement until June 2021. Since Monterey County reengaged LeSar to move forward with stakeholder and community outreach as part of its Inclusionary Housing Ordinance update process, County leadership have also determined a desire to examine the potential for a nonresidential linkage fee. LeSar has prepared this memo to detail the additional work and contract amendments needed for a nonresidential nexus fee study.

KMA will lead the effort to study a nonresidential linkage fee. KMA's cost estimate for the nonresidential fee study is attached. While the estimate does not include expected costs for public meetings, presentations, and other meetings associated with the adoption process, we believe the existing budget has sufficient funds to cover these potential costs. The estimate also does not include a community engagement process for the nexus study, which the County staff are not requesting.

Therefore, we propose amending the county's contract with LeSar to include the following task and budget, based on KMA's cost estimate:

Task	Description	Cost
5.8 Nonresidential nexus study (including additional analyses to support fee recommendations)	Provide nexus analysis to support adoption of a new non-residential affordable housing fee.	\$64,500

Moreover, LeSar and county staff have created a stakeholder and community outreach strategy, detailed in the November 2021 document entitled "Updated Community Outreach Plan for Monterey County Inclusionary Housing Ordinance Update," attached to this memo. LeSar has determined the existing contract has adequate funding for the revised outreach strategy for the inclusionary housing ordinance update. This community engagement is specific to the inclusionary housing ordinance update; as noted earlier, the nonresidential nexus study will not include a community engagement process.

**PRELIMINARY COST ESTIMATE
NEXUS STUDY AND OPTIONAL SERVICES TO SUPPORT ADOPTION OF A NEW NON-RESIDENTIAL
AFFORDABLE HOUSING FEE PROGRAM (COMMERCIAL LINKAGE FEE)
KEYSER MARSTON ASSOCIATES, INC.**

TASK / DELIVERABLE	DESCRIPTION	COST ESTIMATE
A. Non-Residential Nexus Study		
1. Project Initiation		\$4,000
2. Building Type Selection & Market Context		\$6,000
3. Nexus Analysis	Provide nexus analysis to support adoption of a new non-residential affordable housing fee.	\$15,000
4. Affordability Gap and Maximum Fees		\$4,000
5. Nexus Report		\$8,000
Total Nexus Study		\$37,000
B. Optional Analyses to Support Fee Recommendations		
1. Commercial Linkage Fees in other jurisdictions	Provide information on other commercial linkage fee programs, with a focus on nearby and comparable jurisdictions.	\$3,000
2. Total Development Costs	Estimate total development costs for various non-residential project types and estimate the impact fees at a range of levels would have on project costs to assist in understanding the likelihood that fees will influence development decisions.	\$12,000
3. Stakeholder interviews	Interview commercial developers to provide context regarding commercial development conditions and prepare a summary of feedback.	\$4,000
4. Total Fees and Permits Comparison	Identify total impact fees for a range of new non-residential development types in the unincorporated County and in selected comparison communities.	\$8,500
5. Public meetings, presentations, and other adoption process support		TBD
Total Optional Services		\$27,500
C. Grand Total with all Optional Services		\$64,500

Note: estimate is preliminary and subject to refinement as the project scope is further defined.



Updated Community Outreach Plan for Monterey County Inclusionary Housing Ordinance Update

November 2021

LeSar Development Consultants (LDC) is pleased to provide this revised overview of our proposed approach for engaging and receiving feedback from the Monterey County community on the County's proposed updates to its Inclusionary Housing Ordinance (IHO). This overview compiles with the County Staff's request to shorten the timeline by one month and complete community outreach by March 2022.

Outreach Goals

To engage the Monterey County community effectively as possible on proposed changes to the IHO, which applies in unincorporated areas only, LDC is leading a primarily online engagement process. The goal of the outreach will be to engage community members on the current IHO and proposed changes to it. The Board of Supervisors selected the "Involve" level of community engagement, in which the County's Community Engagement Guide explains invites the public into the process, often from the beginning, and is provided multiple opportunities for input. The community is not the ultimate decision maker and "there is no expectation of building consensus or providing the public with any sort of high-level influence over the decision."¹

To reach a broad population, LDC is recommending a series of outreach activities, including meetings with individual stakeholder groups, video and written material explaining the current IHO and proposed changes to it, an online survey to receive community feedback, online community meetings held at different times of day, and one in-person outreach meeting.

Desired Outcomes

- Reach a broad and representative population of Monterey County residents interested in providing feedback on proposed updates to the County's IHO
- Build on collaborative relationships with community stakeholders interested in the County's IHO
- Engagement on County housing needs and the role of the IHO in meeting those needs
- Educating and informing the Monterey County community on IHO and other housing issues

Approach Summary

LDC is proposing a multi-faceted outreach strategy that exceeds the minimum outreach requirements with innovative tools and technology, key stakeholder briefings, and partnership with Board of Supervisor offices. This approach ensures a wide range of available public meetings to provide feedback, but also opportunities for those who are not able to attend such meetings to give feedback. By providing access to an online survey, recorded presentation about the proposed changes to the IHO, and other materials, this outreach approach ensures community members can provide their input without the need to attend a scheduled meeting.

¹ County Community Engagement Guide, <http://monterey.legistar.com/gateway.aspx?M=F&ID=66bdeb6a-cd52-4178-9e0c-8bdd7caa77f0.pdf>

Online and in-person public meetings will include opportunities for residents from each Supervisorial district to meet in breakout sessions and provide feedback. Key stakeholders, moreover, will be engaged in one-on-one meetings. This plan also leverages the community connections of Board offices by inviting those elected officials to share invitations to public meetings and the survey.

October – December 2021: Develop survey, video, content for presentation, reach out to stakeholders to schedule one-on-one meetings

December 2021 – January 2022: Hold one on one meetings with stakeholders, county/board offices post survey, schedule for outreach meetings, etc.

February 2022 – March 2022: Hold 5 community outreach meetings

April 2022: Summarize and deliver outreach feedback

Approach Detail

1. Develop outreach materials

LDC will develop different outreach materials for County staff to make publicly available. This will include the following materials:

- 5- to 10-minute presentation on key community information and the proposed changes to the IHO, encouraging viewers to provide feedback through the survey
- Survey soliciting input on the proposed changes to IHO
- Flyer with overview of IHO and proposed changes and dates for community meetings to give feedback

The presentation will be recorded as a video in both English and Spanish. It can be posted on the County website and other online channels, with a link to the survey included. The flyer will also direct people to the video presentation and survey. These materials will be developed in the early stages of this scope of work to ensure their wide availability well before community meetings are conducted in the following calendar year.

2. Reach out to key stakeholders

LDC will reach out to County-identified stakeholders to provide an overview of proposed changes to the IHO, answer questions, and accept feedback. In these targeted conversations, stakeholders will also be able to provide feedback and support for the outreach process, so it is appropriately responsive to their constituents. LDC will also provide outreach materials to Board of Supervisors offices and invite those elected officials to reach out to their constituents. Supervisors will have close connections to each of their districts and can provide a key avenue to reaching community members, for example through newsletters or other mailings provided to constituents.

3. Conduct community outreach meetings

LDC will schedule five community outreach meetings from February and March 2022. The dates will include one in-person event, one event on a Saturday, two events on weeknights, and two events on weekdays during business hours. These availabilities will be spread out throughout the two-month period to ensure a wide range of possible times community members may attend such meetings. Moreover, by having had access to a video presentation and online survey, many community members will likely already have provided their valuable feedback. The community meetings will include plenary sessions with a presentation on key community information and proposed changes to the IHO.

The meetings may include breakout sessions to allow for smaller group discussion and feedback, including by Supervisorial district.

4. Summarize outreach feedback

LDC will review input from the stakeholder meetings, online survey, and five community meetings and provide a summary of key input. The survey will remain available throughout the outreach process, from December to March. Detailed survey results and notes from stakeholder interviews and community meetings will be provided as well.

Implementation Work Plan

#	Deliverables/Tasks	Responsible Parties	Due Date	Dependencies	Notes
1	Develop outreach materials				
	a. Create list of stakeholders and draft initial outreach email	LDC/County staff	11/10/21		
	b. Draft survey questions	LDC	12/1/21		Survey will be delivered primarily online but will be able available in a printable format as well
	c. Draft 5- to 10-minute presentation about proposed IHO changes and record video	LDC	Presentation draft: 12/1/21 Presentation finalized: 12/29/21 Presentation recorded: 1/10/22		Presentation and video will be available in English and Spanish
	d. Schedule five outreach meetings, including at least one in person, one on a Saturday, two on weeknights, and two on weekdays during business hours.	LDC/County staff	12/15/21		LDC will work with County staff to identify need and capacity for Spanish interpretation
	e. Outreach flyer	LDC	Draft: 12/29/21 Final flier: 1/10/22	Flyer content dependent on approved presentation content	Material will be available in English and Spanish
	f. Post outreach meeting information, video presentation, and	County staff	1/12/22		

#	Deliverables/Tasks	Responsible Parties	Due Date	Dependencies	Notes
	online survey on county websites				
2	Reach out to key stakeholders				
	a. Invite selected stakeholder groups, identified by County staff, to one-on-one meetings with LDC/County staff to discuss proposed IHO changes and outreach method	LDC/County staff	11/17/21		Organizations already identified include Monterey Bay Economic Partnership, LandWatch, and others
	b. Invite Board offices to share information with constituents through regular newsletters, mailers, etc.	LDC/Board offices	1/12/22	Outreach dependent on Board office action	Make materials, including survey, available as printable PDFs so Board offices may choose to mail printed materials.
	c. Meet with selected stakeholder groups for 30-minute one-on-one sessions	LDC/County staff	1/21/22		Plan to hold stakeholder meetings in December with January reserved for overflow if unable to schedule in December.
3	Conduct community outreach meetings				
	a. Develop outreach meeting content	LDC	1/31/22		Content will be based on video presentation
	b. Hold 5 outreach meetings	LDC/County staff	3/31/22	Meeting dates TBD	Possible breakout sessions for each Sup. district. Aim to include one in-person meeting as

#	Deliverables/Tasks	Responsible Parties	Due Date	Dependencies	Notes
					well as one weekend day, two weekdays, and two weeknights.
4	Summarize outreach feedback				
	a. Summarize feedback from the stakeholder interviews	LDC	2/16/22		
	b. Summarize feedback from survey responses	LDC	4/13/22		
	c. Summarize feedback from community meetings	LDC	4/13/22		

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**AMENDMENT NO. 5 TO
STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND LeSAR DEVELOPMENT CORPORATION**

THIS AMENDMENT NO. 5 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (“County”), and LeSar Development Corporation (“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 Standard Agreement No. A-14097, including Exhibit A-1, with the County on August 28, 2018 to provide technical assistance required to update the County’s Affordable Housing Ordinance, which was codified at Chapter 18.40 of the Monterey County Code for an amount not to exceed \$195,100;

WHEREAS, the Agreement was amended on February 20, 2020 (“Amendment No. 1”) to extend the term for eight (8) months to December 31, 2020;

WHEREAS, the Agreement was amended on January 13, 2021 (“Amendment No. 2”) to extend the term for one (1) year to December 31, 2021;

WHEREAS, the Agreement was amended on November 4, 2021 (“Amendment No. 3”) to extend the term for one (1) year to December 31, 2022;

WHEREAS, the Agreement was amended on September 1, 2022 (“Amendment No. 4,” including Exhibit A.2 – Scope of Services) to expand the original scope of the Agreement to add task Phase 5.4.2.1, Preparation of a Non-Residential Linkage Fee Analysis and Recommendations, and increase the amount by \$64,500 for a not to exceed amount of \$259,600;

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to December 31, 2023 with no increase in the not to exceed amount of \$259,600.

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

1. Amend the first sentence of Paragraph 3.0, TERM OF AGREEMENT, Subparagraph 3.01, to read as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2023 , unless sooner terminated pursuant to the terms of this Agreement.

2. Except as amended herein, all other terms and conditions of the Agreement and Amendment Nos. 1 through 4, including all Exhibits thereto, remain in full force and effect.
3. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by:
Debra R. Wilson
7B74196C8A26A8A6A890F8330746
Contracts/Purchasing Officer

Date: 10/11/2022

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

By: DocuSigned by:
Sean Collins
F8D18D27506F4A4
Sean M. Collins
Deputy County Counsel

Date: 10/11/2022

Approved as to Fiscal Provisions

By: DocuSigned by:
Jennifer Forsyth
4E7E657875454A8
Auditor/Controller

Date: 10/11/2022

CONTRACTOR*

LeSar Development Corporation
Contractor's Business Name

By: DocuSigned by:
Jennifer LeSar
BAA390F8330746
(Signature of Chair, President or Vice President)

Jennifer LeSar, Chief Executive Officer
(Print Name and Title)

Date: 10/11/2022

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

N/A
(Print Name and Title)

Date: N/A

*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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**AMENDMENT NO. 6
TO STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND LeSAR DEVELOPMENT CORPORATION**

THIS AMENDMENT NO. 6 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (“County”), and LeSar Development Corporation (“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 Standard Agreement No. A-14097, including Exhibit A-1, with the County on August 28, 2018 to provide technical assistance required to update the County’s Affordable Housing Ordinance, which was codified at Chapter 18.40 of the Monterey County Code for an amount not to exceed \$195,100;

WHEREAS, the Agreement was amended to extend the term on February 20, 2020 (“Amendment No. 1”), January 13, 2021 (“Amendment No. 2”), November 4, 2021 (“Amendment No. 3”), September 1, 2022 (“Amendment No. 4”) to expand the original scope of the Agreement and add \$64,500 to the Agreement amount, and October 11, 2022 (“Amendment No. 5”) to extend the term;

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term six (6) additional months to June 30, 2024 with no increase in the not to exceed amount of \$259,600.

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

1. Amend the first sentence of Paragraph 3.0, TERM OF AGREEMENT, Subparagraph 3.01, to read as follows:

The term of this Agreement is from August 28, 2018 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

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

**AMENDMENT NO. 7
TO STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND LeSAR DEVELOPMENT CORPORATION**

THIS AMENDMENT NO. 7 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (“County”), and LeSar Development Corporation (“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 Standard Agreement No. A-14097 with the County on September 11, 2018 to provide technical assistance required to update the County’s Affordable Housing Ordinance, which was codified at Chapter 18.40 of the Monterey County Code for an amount not to exceed \$195,100;

WHEREAS, the Agreement was amended to extend the term on February 20, 2020 (“Amendment No. 1”); January 13, 2021 (“Amendment No. 2”); November 4, 2021 (“Amendment No. 3”); September 1, 2022 (“Amendment No. 4,” including Exhibit A-1) to expand the original scope of the Agreement and add \$64,500 to the Agreement amount; October 11, 2022 (“Amendment No. 5”) to extend the term, and November 17, 2023 (“Amendment No. 6”);

WHEREAS, additional time is needed for CONTRACTOR to continue to provide services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term one (1) additional year to June 30, 2025 with no increase to the Agreement amount of \$259,600 and no change to the scope of services.

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

1. Amend the first sentence of Paragraph 3.0, Term of Agreement, Subparagraph 3.01, to read as follows:

The term of this Agreement is from August 28, 2018 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to County’s email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson
Contracts/Purchasing Officer

Date: 6/6/2024

By: N/A
Craig W. Spencer, Director

Date: _____

Approved as to Form

County Counsel

Susan K. Blich, County Counsel

By: DocuSigned by: Reed Gallogly
Reed Gallogly, Deputy County Counsel

Date: 6/5/2024

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth
Auditor/Controller

Date: 6/5/2024

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date: _____

LeSAR DEVELOPMENT CORPORATION

By: DocuSigned by: Richard Valdez
(Chair, President or Vice President)

Richard Valdez, Chief Operations Officer
Name and Title

Date: 5/30/2024

By: DocuSigned by: Francesca San Diego
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Francesca San Diego, CFO
Name and Title

Date: 6/5/2024

*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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