

## **ATTACHMENT B**

Amendment No. 2  
to  
Professional Services Agreement  
with  
Keyser Marston Associates, Inc.

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**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SUCCESSOR AGENCY OF THE COUNTY OF MONTEREY AND  
KEYSER MARSTON ASSOCIATES, INC.**

**THIS AMENDMENT NO. 2** to the Professional Services Agreement between the Successor Agency of the County of Monterey, a political subdivision of the State of California (“Agency”) and Keyser Marston Associates, Inc. (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) as of the last date opposite the respective signatures.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with the Agency on March 16, 2018 (“Agreement”) to provide financial consulting services (“services”) related to the Participation Payment Provision of the East Garrison Disposition and Development Agreement (“Project”) through December 31, 2018 for an amount not to exceed \$9,500;

**WHEREAS**, the Agreement was amended by the Parties on December 18, 2018 (“Amendment No. 1”) to include Task 3 and Task 4 to the Scope of Services, extend the term of the Agreement for three (3) additional years to December 31, 2021, and to increase the amount by \$20,000 which resulted in a total not to exceed amount of \$29,500;

**WHEREAS**, CONTRACTOR’S listed staff under Staff and Hourly Rates require a minor update;

**WHEREAS**, the Parties have identified the need for additional reporting for completion of the Project, as further set out in Exhibit A-2, attached hereto, and incorporated herein by reference;

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the Agency for completion of the Project;

**WHEREAS**, additional services to assist the County with an evaluation of the Project’s retail development opportunities are requested;

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to December 31, 2023 and to increase the not to exceed amount by \$23,000 to allow CONTRACTOR to continue to provide services identified in the Agreement, Amendment No. 1, and by this Amendment No. 2;

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

1. Amend the first sentence of Paragraph 1, “Services to be Provided,” to read as follows:

The Agency hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, and A-2 in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by Agency," to read as follows:

Agency shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, and A-2, subject to the limitations set forth in this Agreement. The total amount payable by Agency to CONTRACTOR under this agreement shall not exceed the sum of \$52,500.

3. Amend the first sentence of Paragraph 3, "Term of Agreement," to read as follows:

The term of this Agreement is from March 1, 2018, to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits," to add "Exhibit A-2, Scope of Services/Payment Provisions."
5. Amend the CONTRACTOR'S listed staff in the CONTRACTOR Staff and Hourly Rates table under Section B.1, "COMPENSATION/PAYMENT," of Exhibit A-1 to remove A. Jerry Keyser and update the line listing Managing Principals to read: Chairman, President, and Managing Principals.
6. Amend the sentence below the listed CONTRACTOR Staff and Hourly Rates under Section B.1, "COMPENSATION/PAYMENT," of Exhibit A-1 to read as follows:

Hourly rates effective January 1, 2019 and valid through December 31, 2023.

7. In all places within the Agreement, any reference to the Resource Management Agency (RMA) is hereby replaced with Housing and Community Development (HCD).
8. In all places within the Agreement, any reference to County's email address of [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us) for invoicing is hereby replaced with [194-HCD-Finance@co.monterey.ca.us](mailto:194-HCD-Finance@co.monterey.ca.us).
9. All invoices shall reference the Project name and shall be sent to the following address or via email to [194-HCD-Finance@co.monterey.ca.us](mailto:194-HCD-Finance@co.monterey.ca.us):

County of Monterey  
Housing and Community Development – Finance  
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 HCD Finance Division at (831) 755-4800 or via email to: [194-HCD-Finance@co.monterey.ca.us](mailto:194-HCD-Finance@co.monterey.ca.us).

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 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*

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Contracts/Purchasing

Date: 11/30/2021

**Approved as to Form****Office of the County Counsel**

Leslie J. Girard, County Counsel

By:

DocuSigned by:

*Kristi Markey*

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Kristi A. Markey

Deputy County Counsel

Date: 11/30/2021

**Approved as to Fiscal Provisions**

By:

DocuSigned by:

*Gary Giboney*

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Auditor/Controller

Date: 11/30/2021

**Approved as to Indemnity and Insurance Provisions****Office of the County Counsel**

By:

Danielle P. Mancuso-Risk Manager

Date:

**CONTRACTOR\***

Keyser Marston Associates, Inc.

Contractor's Business Name

By:

DocuSigned by:

*Debbie Kern*

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(Signature of Chair, President or Vice President)

Its:

Debbie Kern, Vice President

(Print Name and Title)

Date: 11/29/2021

By:

DocuSigned by:

*Diane Chambers*

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

Its:

Diane Chambers, CFO

(Print Name and Title)

Date: 11/29/2021

\*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-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
**Successor Agency to the Redevelopment Agency of the County of Monterey,**  
**hereinafter referred to as “Agency”**  
**and**  
**Keyser Marston Associates, Inc., hereinafter referred to as “CONTRACTOR”**

### A. SCOPE OF SERVICES

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the table below:

***Task 5. Project Launch***

Collaborate with Agency staff to hold a project launch meeting to discuss questions related to the Specific Plan requirements, the Developer’s proposal to amend the Specific Plan, available data on recreation visitors to East Garrison, and information on the residents’ opinions regarding desired retail, services, civic facilities, or other uses at the Town Center.

*Deliverable:* Project launch meeting agenda (December 2021)

***Task 6. Peer Review of Willdan Retail Feasibility Study***

Review the Willdan Retail Feasibility Study methodology, assumptions, and findings of the analysis relative to industry standards for market feasibility analyses.

*Deliverable:* Initial analyses and findings memorandum (December 2021)

***Task 7. Analysis of Residential and Visitor Demand***

- a. Community Outreach – Coordinate with Agency to engage the community in identifying desired land uses for the Town Center. The engagement process may include an online workshop, presentation at an HOA meeting, parks or other venues.
- b. Survey of Recreation Users – Develop surveys to evaluate the demand by bicyclists and other recreation visitors to East Garrison for services.
- c. Traditional Market Demand Analysis – Determine the demand by the residential population, the retail expenditure potential of residents, and the location of existing retail services in retail categories that are relevant to the Town Center. Augment the findings of the analysis by a review of available information on residents’ opinions regarding desired uses.
- d. Analysis of findings – Develop opportunities for the Town Center that are supported by the marketplace.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

*Deliverables* (February 2022):

- Surveys for community and recreation users
- Survey and analysis results
- List of opportunities for the Town Center

### ***Task 8. Summary Memorandum***

Develop and submit a Final Memorandum to Agency no later than February 28, 2022, to include a summary of the findings of the analyses and recommendations.

*Deliverable:* Final memorandum (March 2022)

Agency and CONTRACTOR acknowledge that the above Timeline is a forecast and, if needed, can be modified upon mutual written agreement.

All reports required under this Agreement must be delivered in hardcopy and/or electronic PDF format in accordance with the schedule above and to the following:

Melanie Beretti, AICP  
Principal Planner  
County of Monterey  
Housing and Community Development Department  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
[berettim@co.monterey.ca.us](mailto:berettim@co.monterey.ca.us)

## **A.2 AGENCY RESPONSIBILITIES**

- a. Participate in meetings with the CONTRACTOR regarding information collection needs, issues, and priorities.
- b. Coordinate virtual or physical venues to conduct community outreach efforts.
- c. Distribute surveys to residents and recreational users of East Garrison.
- d. Undertake additional tasks and provide timely access to information as needed, and as requested by CONTRACTOR, that may arise over the course of the Project period and that are unanticipated as of the date of this Agreement but that would be necessary to move the Project forward.
- e. Review Initial Analyses and Findings Memorandum and provide timely feedback to CONTRACTOR (within two weeks of receipt).
- f. Coordinate and host Project Launch and community outreach events as necessary. Work with CONTRACTOR to identify appropriate communication strategies (e.g., video meetings, conference calls) in light of group gathering restrictions and public health guidance.
- g. Provide timely input, as needed, on any outstanding questions that may arise in developing the Final Memorandum.



**EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS****B. PAYMENT PROVISIONS****B.1 COMPENSATION/PAYMENT**

Agency shall pay an amount not to exceed \$23,000 for the completion of tasks identified in this Exhibit A-2. The total not to exceed amount of this Agreement is \$52,500 for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibits A, A-1, and A-2 of this Agreement. CONTRACTOR'S compensation for services rendered shall be based on a time and materials basis according to the following rates or in accordance with the following terms:

<b><u>CONTRACTOR Staff</u></b>	<b><u>Hourly Rates</u></b>
CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS	\$280.00
SENIOR PRINCIPALS	\$270.00
PRINCIPALS	\$250.00
MANAGERS	\$225.00
SENIOR ASSOCIATES	\$187.50
ASSOCIATES	\$167.50
SENIOR ANALYSTS	\$150.00
ANALYSTS	\$130.00
TECHNICAL STAFF	\$95.00
ADMINISTRATIVE STAFF	\$80.00

Directly related job expenses not included in the above rates are delivery, electronic data processing, graphics and printing.

These rates do not include cost for time spent in court testimony and the parties may enter into a separate agreement in the event that such services are required.

The estimated breakdown of fees associated with each Task in this Exhibit A-2 are provided below:

<b><u>Task</u></b>	<b><u>Estimated Budget</u></b>
Task 5 – Project Launch	\$1,000
Task 6 – Peer Review of Willdan Study	\$3,500
Task 7a – Community Outreach	\$4,500
Task 7b – Survey of Recreation Users	\$2,000
Task 7c – Traditional Retail Market Analysis	\$4,500
Task 7d – Analysis of findings	\$4,000
Task 8 – Final Memorandum	\$3,500
<b>Grand Total</b>	<b>\$23,000</b>

## **EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

Agency and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy.” A copy of the policy is available online at

<https://www.co.monterey.ca.us/home/showpublisheddocument/69364/636728660019670000>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

### **B.2 CONTRACTOR’S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name and/or services, associated Delivery Order number. All invoices shall be sent as a hard copy or in electronic PDF format to the following address or email:

County of Monterey  
Housing and Community Development (HCD) – Finance  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
[194-HCD-Finance@co.monterey.ca.us](mailto:194-HCD-Finance@co.monterey.ca.us)

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to [194-HCD-Finance@co.monterey.ca.us](mailto:194-HCD-Finance@co.monterey.ca.us):

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.