

# **ATTACHMENT A**

Amendment No. 3  
to  
Professional Services Agreement  
with  
Keyser Marston Associates, Inc.

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**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
OF THE COUNTY OF MONTEREY AND  
KEYSER MARSTON ASSOCIATES, INC.**

**THIS AMENDMENT NO. 3** to the Professional Services Agreement between the Successor Agency to the Redevelopment 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,” including Exhibit A-1 – Scope of Services/Payment Provisions) to add Tasks 3 and 4 to the Scope of Services, note completion of Tasks 1 and 2, extend the term of the Agreement for three (3) additional years to December 31, 2021, and to increase the Agreement amount by \$20,000 which resulted in a total not to exceed amount of \$29,500;

**WHEREAS**, the Agreement was amended by the Parties on November 30, 2021 (“Amendment No. 2,” including Exhibit A-2 – Scope of Services/Payment Provisions) to add Tasks 5, through 8 to the Scope of Services, update CONTRACTOR’s hourly rates, and extend the term two (2) additional years to December 31, 2023;

**WHEREAS**, the CONTRACTOR’s hourly rates require updating;

**WHEREAS**, Tasks 1, 2, 5 and 6 are complete, and Task 7 is no longer required;

**WHEREAS**, the Parties have identified the need to narrow the Scope of Services to Tasks 3, 4 and 8;

**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; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for three (3) additional years to December 31, 2026, and to increase the not to exceed amount of \$52,500 by \$5,250 for a new Agreement amount of \$57,750.

**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 through A-3 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 through A-3, 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 \$57,750.
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, 2026, unless sooner terminated pursuant to the terms of this Agreement.
4. Amend Paragraph 4, "Additional Provisions/Exhibits," to add "Exhibit A-3, Scope of Services/Payment Provisions."
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 3 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. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

### SUCCESSOR AGENCY

### CONTRACTOR

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

Keyser Marston Associates, Inc.

Contractor/Business Name\*

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

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

DocuSigned by:

*Debbie Kern*

(Signature of Chairman, President, or Vice President)

By: \_\_\_\_\_  
N/A  
Department Head (if applicable)

Debbie Kern, Vice President

Name and Title

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

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

11/14/2023

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

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

DocuSigned by:

*David Doezenia*

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

By: \_\_\_\_\_  
DocuSigned by:  
*Kelly L. Donlon*  
22D690CA05A440B  
Kelly L. Donlon  
Assistant County Counsel

Michael Whilden  
Deputy County Counsel

David Doezenia, Assistant Secretary

Name and Title

Date: 11/17/2023

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

11/16/2023

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
DocuSigned by:  
*Jennifer Forsyth*  
4E7E65787A5544E  
Jennifer Forsyth  
Auditor-Controller

Date: 11/17/2023

\*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-3 – 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 1. Refinements to Participation Manual – Complete***

***Task 2. Review of First Progress Report – Complete***

***Task 3. Review of Second Progress Report***

When the Second Progress Report is submitted, CONTRACTOR will review the Progress Report, confirm that the necessary documentation has been provided and that the calculations have been made correctly, and report the results to the Agency.

Deliverable: Memorandum summarizing review of the Second Progress Report. Completion dependent on timing of Second Progress Report submittal pursuant to DDA.

***Task 4. Final Report***

When the Final Report is submitted, CONTRACTOR will review the Final Report, and report the final results to the Agency.

Deliverable: Memorandum summarizing review of the Final Report. Completion dependent on timing of Final Report submittal pursuant to DDA.

***Task 5. Project Launch - Complete***

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

***Task 7. Analysis of Residential and Visitor Demand – Not Required***

***Task 8. Summary Memorandum***

Develop and submit a Final Memorandum to Agency to include a summary of the findings of the analyses and recommendations.

Deliverable: Final memorandum.

Keyser Marston Associates, Inc.  
Financial Consulting Services for the  
East Garrison Disposition and Development Agreement  
Housing and Community Development

**EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS****B. PAYMENT PROVISIONS****B.1 COMPENSATION/PAYMENT**

Agency shall pay an amount not to exceed \$57,750 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. 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	\$305
Senior Principals	\$295
Principals	\$275
Managers	\$245
Senior Associates	\$205
Associates	\$185
Senior Analysts	\$170
Analysts	\$145
Technical Staff	\$105
Administrative Staff	\$90

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.

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Keyser Marston Associates, Inc.  
 Financial Consulting Services for the  
 East Garrison Disposition and Development Agreement  
 Housing and Community Development

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