

Attachment 1

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Attachment 1

Draft Amendment No. 10 to
Standard Agreement A-14097 with
LeSar Development Consultants

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**AMENDMENT NO. 10
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LESAR DEVELOPMENT CONSULTANTS**

THIS AMENDMENT NO. 10 to Standard Agreement No. A-14097 between the County of Monterey, a political subdivision of the State of California (“County”) and LeSar Development Consultants (“CONTRACTOR”), a California Corporation, 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 (“Agreement”) to draft the Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual (“Project”) through February 29, 2020, for an amount not to exceed \$195,100;

WHEREAS, the Agreement was amended by the Parties on February 20, 2020 (“Amendment No. 1”), January 13, 2021 (“Amendment No. 2”), and November 4, 2021 (“Amendment No. 3”) to extend the term of the Agreement;

WHEREAS, the Agreement was amended by the Parties on September 1, 2022 (“Amendment No. 4” – Exhibit A-2) to expand the Scope of Work to include preparation of a Non-Residential Linkage Fee Analysis and Recommendations and increase the Agreement amount by \$64,590 for a new not-to-exceed amount of \$259,600;

WHEREAS, the Agreement was amended by the Parties on October 11, 2022 (“Amendment No. 5”), November 17, 2023 (“Amendment No. 6”), and June 6, 2024 (“Amendment No. 7”) to extend the term of the Agreement without change to the not-to-exceed amount of \$259,600;

WHEREAS, the Agreement was amended by the Parties on April 18, 2025 (“Amendment No. 8” – Exhibit A-3) to expand the Scope of Work, increase the Agreement amount by \$45,000 for a new not-to-exceed amount of \$304,600, extend the term end date six months to December 31, 2025, and update the Agreement’s provisions;

WHEREAS, the Agreement was amended by the Parties on November 21, 2025 (“Amendment No. 9”) to extend the term approximately six (6) months to June 30, 2026, with no change to the Agreement amount of \$304,600;

WHEREAS, additional time and funding are necessary to update the financial analysis with the recommended affordability levels and analyze the workforce income level requirements in the 2010 Inland General plan;

WHEREAS, the Agreement’s Scope of Work requires expansion to include the additional task “Coordination and Review of Subconsultant’s Work;” and

WHEREAS, the Parties wish to further amend the Agreement to expand the Scope of Work, extend the term six (6) months to December 31, 2026, and increase the Agreement amount of \$304,600 by \$35,000, for a new not-to-exceed amount of \$339,600.

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

1. Amend Section 2.0, "Payment Provisions," second sentence to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$339,600.

2. Amend Section 3.0, "Term of Agreement," first sentence of subsection 3.01, to read as follows:

The term of this Agreement is from September 11, 2018, to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4.0, "Scope of Services and Additional Provisions," to add Exhibit A.4.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 10 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. 10 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

LESAR DEVELOPMENT CONSULTANTS

By: _____
Chief Contracts & Procurement Officer

By: DocuSigned by:
Richard Valdez

(Chair, President or Vice President) *

Date: _____

Richard Valdez, Chief Operations Officer

Name and Title

By: N/A

Craig W. Spencer, Director (if applicable)

Date: 4/1/2026

Date: _____

By: DocuSigned by:
Jennifer LeSar

(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Approved as to Form
Office of the County Counsel¹
Susan K. Blicht, County Counsel

Jennifer LeSar, President & CEO

Name and Title

By: Signed by:
Reed Gifford

Reed Gifford, Deputy County Counsel

Date: 4/1/2026

Date: 4/2/2026

Approved as to Fiscal Provisions²
By: DocuSigned by:
Andrew Valentine

Auditor/Controller

Date: 4/2/2026

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management³

By: N/A

David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: A-14097 approved on August 28, 2018

*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 (California Corporations Code §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 either 1) any member, or 2) two (2) managers (Code, §17703.01, subs. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

¹ Approval by County Counsel is required.

² Approval by Auditor-Controller is required.

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9.

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EXHIBIT A.4 - SCOPE OF WORK

March 3, 2026

Darby Marshall
Darby Marshall, Housing Program Manager
Monterey County

RE: Affordable Housing Services Related to In-Lieu Fees

Dear Mr. Darby Marshall,

It was a pleasure meeting with you on February 19, 2026, to discuss how the LeSar Development Consultants (LeSar) team can continue to assist the County of Monterey (County) with its housing efforts. LeSar's total remaining contract budget to date (including the January 2026 invoice of \$107.50) is \$42,426.25. LeSar is now pleased to provide you with a proposal for your review for a total not to exceed cost of \$35,000 (\$16,500 for LeSar and \$18,500 for KMA) for affordable housing services related to in-lieu fees. LeSar's proposal incorporates KMA's services (enclosed as Attachment A). The LeSar team is anticipating completion of the scope of work by July 31, 2026.

PROPOSED SCOPE OF WORK**Task 1: Coordination and Review of Sub Consultant Work**

LeSar will provide consultant oversight and project management services to support the successful delivery of services performed by subconsultant KMA (enclosed as Attachment A) for Monterey County. In this role, LeSar will monitor KMA's progress, proactively identify and address any potential delays, and confirm that all interim and final deliverables meet expectations. LeSar will also coordinate and manage communications with the County to ensure clarity, consistency, and alignment with County expectations throughout the duration of the project. As part of its oversight responsibilities, LeSar will review KMA's draft work products prior to submittal to Monterey County and provide clear, consolidated feedback for KMA to address, as necessary. This review process is intended to ensure that deliverables are complete, responsive to project requirements, and of professional quality before being transmitted to the County for formal review. LeSar will work closely with KMA to confirm that all comments are satisfactorily incorporated prior to release.

Task 1 Deliverables:

- Ongoing monitoring of KMA's progress, including periodic status updates, identification of risks or delays, and documentation of corrective actions to ensure deliverables are completed by July 31, 2026

EXHIBIT A.4 - SCOPE OF WORK

- Comments on KMA's draft work products prior to submittal to Monterey County, as needed
- Response to one set of consolidated comments from the County on draft deliverables
- Virtual meetings with County staff and LeSar, as needed

Task 1 Assumptions:

- LeSar/County contract is executed prior to the end of March 2026
- County comments on draft deliverables are shared with LeSar within one week
- Requested County data is provided within one week of contract execution

Sincerely,

Danny Serrano
Senior Associate
LeSar Development Consultants

ATTACHMENT A

BERKELEY

LOS ANGELES

SAN DIEGO

SAN RAFAEL



KEYSER MARSTON
ASSOCIATES

February 20, 2026

Daniel Serrano, AICP
Senior Associate, Housing Team
LeSar Development Consultants
845 15th Street, Suite 103
San Diego, California 92101

Re: Updated Inclusionary Housing In-Lieu Fee Analysis

Dear Mr. Serrano:

In 2019 Keyser Marston Associates, Inc. (KMA) prepared a financial evaluation of the County of Monterey (County) Inclusionary Housing Ordinance. The 2019 analysis included affordability gap estimates that were used to identify the supportable in-lieu fees based on the Inclusionary Housing requirements supported by the financial evaluation.

In 2022 prepared an analysis to update the in-lieu fees derived from the 2019 financial evaluation. In 2023 KMA created an interactive model for the County to use in updating the in-lieu fee schedule each year. The interactive model was updated again in 2024.

PROPOSED SCOPE OF SERVICES

At this time, KMA is proposing to undertake the following two-phased scope of services:

Phase 1

1. Update the data used in the in-lieu fee analysis.
2. Compile data for single family home sales occurring during the past three years throughout the 11 subareas in unincorporated Monterey County. This information will be provided to County staff for re-allocation to the seven subareas that were utilized in the previous studies completed by KMA.

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LeSar Development Consultants

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3. Prepare analyses to estimate the in-lieu fees associated with the affordability gaps for single family home developments utilizing the income and affordability requirements identified below. The in-lieu fees will be presented on both a per square foot of saleable area and a per unit developed in the project basis:
 - a. A 6% very low income, 6% low income, and 8% moderate income requirement; and
 - b. A separate analysis of the in-lieu fee associated with a 5% Workforce I requirement.
4. Prepare a memorandum that summarizes the results of the updated in-lieu fee analysis.

Phase 2

KMA will update the interactive in-lieu fee model to:

1. Apply a 6%/6%/8% Inclusionary Housing requirement;
2. Create a 5% Workforce I Inclusionary Housing requirement; and
3. Disaggregate HOA fees from other ongoing housing expenses in each alternative.

TIMING

KMA proposes to complete the proposed scope of services under the following timeline:

Phase 1

1. KMA will provide home sales data to County staff within one week following receipt of an executed sub-contract from LeSar Development Consultants.
2. KMA will submit a draft in-lieu fee analysis and supporting memorandum to LeSar Development Consultants within three weeks following receipt of the County staff's allocation of the home sales data to the seven subareas.
3. KMA will provide a final draft in-lieu analysis for submission to the County within one week following receipt of LeSar Development Consultants comments.

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4. KMA will provide a final report, based on the County's comments, within one week following receipt of the County's comments.

Phase 2

1. KMA will commence work on the interactive in-lieu fee model one week after the County Board of Supervisors determines whether to base the in-lieu fee on the square feet of saleable area or per unit being developed in the project.
2. KMA will submit a draft interactive in-lieu fee model, in a PDF format, to LeSar Development Consultants within two weeks following the commencement of work.
3. KMA will submit a final draft interactive in-lieu fee model, in a PDF format, to LDC within one week following receipt of LeSar Development Consultants comments.
4. Upon receipt of authorization from LDC, KMA will provide a final draft interactive in-lieu fee model directly to the County.
5. KMA will finalize the interactive in-lieu fee model within one week following receipt of the County's comments.

BUDGET

1. The Phase 1 scope of services will be provided on a time-billed basis with a not to exceed budget of \$13,500.
2. The Phase 2 scope of service will be provided on a time-billed basis with a not to exceed budget of \$5,000.

The proposed budget includes up to four virtual meetings with County and/or LDC staff and one virtual meeting with the County Board of Supervisors. If the scope of services changes materially, and/or any in-person meetings are requested, the budget will need to be adjusted accordingly.

The KMA billing rate schedule that will be applied to this engagement is presented in the table on the following page:

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Daniel Serrano
LeSar Development Consultants

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KMA Billing Rate Schedule (October 1, 2025 – September 30, 2026)	
Chairman, President, Managing Principals*	\$305.00
Senior Principals*	\$295.00
Managers*	\$245.00
Senior Associates	\$205.00
Associates	\$185.00
Technical Staff	\$105.00
Administrative Staff	\$90.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

KMA appreciates the opportunity to submit this proposal. Please do not hesitate to contact me if this proposal can be modified to better meet the County's needs.

Sincerely,
KEYSER MARSTON ASSOCIATES, INC.



Kathleen Head