AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES FOR PROJECT MANAGEMENT SERVICES – DEVELOPMENT IMPACT FEE REPORT RECOMMENDATION

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and KELLY ASSOCIATES MANAGEMENT GROUP, LLC, a California Limited Liability Company ("Consultant") is effective as of the ______ day of November, 2017.

RECITALS

- A. City and Consultant entered into that certain Agreement for Contractual Services dated November 1, 2016 ("Agreement") whereby Consultant agreed to review the City's General Plan, Zoning Code, Specific Plans, fiscal and environmental information and land-use data related to proposed development opportunities in order to prepare and submit a report suggesting the best course of action for the City's adoption of development impact fees, until completion of the services, a term of 60 days from the execution of the agreement or a term not exceeding one year from November 1, 2016.
- B. On July 18, 2017, the City Council approved the first amendment to the Agreement extending the Agreement through October 18, 2017. The first amendment was necessary to study and formalize an Interim Development Impact Fee (IDIF). This is in addition to the Scope of Services delineated under the Agreement. Given the additional time and work required to study and develop an IDIF, Consultant required additional funding of \$10,000.00 to the original contract amount for a total sum of \$34,000.00. The Consultant requested the first amendment to complete the additional requested work and effectively fulfill its obligations under the Agreement for the remainder of the contract term.
- C. Subsequent to approval of the first amendment, the City identified that in order for the Consultant to complete the scope of Work for the first amendment, the contract amount should have been increased by \$20,000.00 instead of \$10,000.00. On August 1, 2017, the City Council approved the second amendment to the Agreement to provide additional funding of \$10,000 to the amended contract amount for a total sum of \$44,000.00, to allow the Consultant to complete the additional requested work and effectively fulfill its obligations under the Agreement for the remainder of the contract term.
- D. The City has requested additional updates to the IDIF and for the Consultant to attend additional City Council study sessions, community meetings, City Council public meetings and a final draft staff report. Based on the anticipated additional time and work requested of the Consultant by the City, additional funding of \$20,000.00 will need to be added to the amended contract amount of \$44,000.00 and the term extended to June 30, 2018.
- E. City and Consultant now desire to amend the Agreement to increase the total compensation by an additional \$20,000.00, for a total contract sum of \$64,000.00 to allow Consultant to develop an IDIF report, in addition to the original Development Impact Fee Report Recommendation and attend additional meetings and study sessions, and to extend the term of the agreement to June 30, 2018 (the "Amendment").

EXHIBIT NO. 4

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in strike through).

A. Section 2.1, of the Agreement, entitled "Contract Sum," shall be amended to read as follows:

"For the services rendered pursuant to this agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty four Thousand Dollars (\$44,000.00) Sixty-four Thousand Dollars (\$64,000.00) ("Contract Sum").

B. Section 3.4, of the Agreement, entitled "Term," shall be amended to read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, beyond June 30, 2018, except as otherwise provided in the Schedule of Performance (Exhibit "D").

C. Exhibit A, of the Agreement, entitled "Scope of Services," shall be amended in Section II to read as follows:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

| TASK | TITLE | DESCRIPTION | EST. HOURS |
|---------|--|---|---------------|
| Task 1* | Internal Data Collection/ Analysis | Review the General Plan, Zoning Code, Specific Plans, fiscal and environmental information, and land-use data related to proposed development opportunities. KAMG will then prepare a "white paper" summary that discusses how this data relates to development impact fees | |
| Task 2* | External Survey | Conduct a case study analysis of comparison cities in terms of industry best practices (fees assessed, applicability, management, accounting, etc.) | |
| Task 3 | Summary Report | Prepare and submit a report reviewing industry best practices and outlining a suggested course of action for the City's adoption of development impact fees. | |
| Task 4 | Summary Report | Prepare and submit a report reviewing industry best practices and outlining a suggested course of action for the City's adoption of an Interim Development Impact Fee. | |

| Task 5 | Report update, Meetings | Prepare, update and submit a report reviewing industry best practices and outlining a suggested course of action for the City's adoption of an Interim Development Impact Fee. Attend additional study sessions, public and community meetings. | 85 |
|--------------|-------------------------------|---|----|
| *While the I | nternal and Extern | nal studies are two separate tasks, KAMG will conduct them concurrently. | |

D. Exhibit C, of the Agreement, entitled "Schedule of Compensation," shall be amended in Section V to read as follows:

"The total compensation for the Services shall not exceed \$44,000.00 \$64,000.00 as provided in Section 2.1 of this Agreement."

E. Exhibit D, of the Agreement, entitled "Schedule of Performance," shall be amended in Section II to read as follows:

II. Consultant shall deliver the following tangible work products to the City by the following dates.

Tasks 1 and 2

It is proposed that Tasks 1 and 2 be conducted over a three-week period following the City's authorization to proceed.

Task 3

Task 3 will be allocated three-weeks after submittal of the Task 1 "white paper" and the receipt of any comments from the City.

Task 4

Task 4 will be conducted over a twelve-week period following the City's authorization to proceed.

Task 5

Task 5 will be conducted over a twenty-week period following the City's authorization to proceed.

During the course of the tasks enumerated above, KAMG may suggest, on a priority basis, interim development impact fees for potential projects in certain parts of the City.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

- 4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 5. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

lbert Robies, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM: ALESHIKE & WYNDER, LLP

Sunny K. Soliani, City Attorney
[EQG]

CONSULTANT:

Kelly Associates Management Group, LLC

By: WISION

Name: William B. Kelli Title: Provent 1/45

Title: (Postara porto

By: Chutha Ekely

Title: Exec. Vice Prositoral

Address: 140 H. Harbor Mrs Auto900 Kullerton U.S. 911000

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document. STATE OF CALIFORNIA COUNTY OF LOS ANGELES _, 2017 before me, _ , proved to me on _, personally appeared _ the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature: **OPTIONAL** Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED DOCUMENT INDIVIDUAL CORPORATE OFFICER TITLE(S) TITLE OR TYPE OF DOCUMENT PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) NUMBER OF PAGES GUARDIAN/CONSERVATOR OTHER SIGNER IS REPRESENTING: DATE OF DOCUMENT (NAME OF PERSON(S) OR ENTITY(IES)) SIGNER(S) OTHER THAN NAMED ABOVE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document. | | | | | | | |
|--|---|---|--|--|--|--|--|
| STAT | TE OF CALIFORNIA | | | | | | |
| сои | COUNTY OF LOS ANGELES | | | | | | |
| On, 2017 before me,, personally appeared, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. | | | | | | | |
| I certi true ar | fy under PENALTY OF PERJURY under the land correct. | ws of the State of California that the foregoing paragraph is | | | | | |
| WITNESS my hand and official seal. | | | | | | | |
| Signature: | | | | | | | |
| OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. | | | | | | | |
| | CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER | DESCRIPTION OF ATTACHED DOCUMENT | | | | | |
| | TITLE(S) PARTNER(S) ☐ LIMITED ☐ GENERAL | TITLE OR TYPE OF DOCUMENT | | | | | |
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| | TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER | NUMBER OF PAGES | | | | | |
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OP ID: DB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Vallejo Insurance Associates P. O. Box 4446 Vallejo, CA 94590 Jeanne Kilkenny-Turk PHONE
PHONE
(A/G, No. Ext): 707-554-6080

E-MAIL
ADDRESS: dboyanich@vallejoinsurance.com
PRODUCER
CUSTOMER ID #: KELLY-2 FAX (A/C, No): 707-554-2198 INSURER(S) AFFORDING COVERAGE NAIC# Kelly Associates Management INSURED INSURER A: State Compensation Ins. Fund 35076 Group, LLC INSURER B : United States Liability 25895 1440 N. Harbor Blvd. Ste. 900 INSURER C: Fullerton, CA 92838 INSURER D INSURER E : INSURER F: **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY \$ CLAIMS-MADE OCCUR MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ PRO-JECT POLICY AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) SCHEDULED AUTOS PROPERTY DAMAGE (PER ACCIDENT) HIRED AUTOS NON-OWNED AUTOS UMBRELLA LIAB OCCUR EACH OCCURRENCE S EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DEDUCTIBLE RETENTION \$ S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X WC STATU-TORY LIMITS AND EMPLOYERS DABILITY
ANY PROPRIETOR/PARTINER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
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If yas, describe under
DESCRIPTION OF OPERATIONS below 1969867-2017 09/27/2017 09/27/2018 1,000,000 E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 1,000,000 E.L. DISEASE - POLICY LIMIT Professional Liab SP1022772F 09/19/2017 | 09/19/2018 | LIMIT 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Insurance. (Development Impact Fee Study.) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Carson Community Development Department AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/09)

701 East Carson

Carson, CA 90745

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Jeanne Kilkenny-Turk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER PHONE (A/C, No, Ext): (883) 661-3938 E-MAII. VALLEJO INSURANCE ASSOCIATES LLC FAX (A/C, No): (877) 552-6091 P O BOX 4446 VALLEJO, CA 94590 (888) 661-3938 ADDRESS: Service center@travelers com INSURER(S) AFFORDING COVERAGE INSURER A - TRAVELERS CASUAL TY INSURANCE COMPANY OF AMERICA 19046 INSURED INSURER B KELLY ASSOCIATES MANAGEMENT INSURER C GROUP, LLC 1440 N. HARBOR BLVD, STE 900 INSURER D FULLERTON, CA 92838 INSURER E INSURER F COVERAGES **CERTIFICATE NUMBER: 839583953381113 REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS LTR (MM/DD/YYYY) (MM/DD/YYYY) 680-6A711560-17 09/19/2017 09/19/2018 X \$2,000,000 EACH CCCURRENCE DAMAGE TO RENTED X COMMERCIAL GENERAL LIABILITY \$300,000 CLAIMS-MADE X CCCUR PREMISES (Ea occurracea) \$5,000 X HIRED AUTO MED EXP (Any one person) A NON GWINED AUTO \$2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER \$4.000,000 GENERAL AGGRESATE PRO- X LOC POLICY 54,000,000 PRODUCTS - COMP/OP AGG OTHER. COMBINED SINGLE LIMIT (Ea accident) BA-6A605880-17 Χ Χ 09/19/2017 09/19/2018 \$1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ NON-OWNED AUTOS HIRED AUTOS PROPERTY DAMAGE (Per accident) \$ S. UMBRELLA LIAB CCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE ACGREGATE \$ DED RETENTION S \$ WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR PARTNER/EXECUTIVE
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((dandatory in Ni)) PER STATUTE H/A YIN \$ E.L. EACH ACCIDENT E L. DISEASE - EA EMPLOYEE \$ lf yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) AS RESPECTS TO GENERAL LIABILITY, THE CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AGENTS ARE ADDITIONAL INSURED - CG D1 05 - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS, BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED. AS RESPECTS TO GENERAL LIABILITY, SUBROGATION AGAINST THE THE CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AGENTS HAS BEEN WAIVED CG 24 04 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY SEE ATTACHED CERTIFICATE HOLDER CANCELLATION CITY OF CARSON SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ATTN: COMMUNITY DEVELOPMENT DEPARTMENT 701 EAST CARSON CARSON, CA 90745 AUTHORIZED REPRESENTATIVE Mary J. Swan

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