

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 6th 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	30
Task 2*	External Survey	Conduct a case study analysis of comparison cities in terms of industry best practices (fees assessed, applicability, management, accounting, etc.)	20
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.	50
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.	50

Task 5	Report update, Meetings	<i>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.</i>	85
*While the Internal and External 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


Albert Robles, Mayor

ATTEST:


Donesia L. Gause, City Clerk


APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[EQG]



CONSULTANT:

Kelly Associates Management Group, LLC

By: 

Name: William F. Kelly

Title: President/CEO

By: 

Name: Christine E. Kelly

Title: Exec. Vice President

Address: 1440 N. Harbor Blvd Suite 900
Fullerton, CA 92630

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.