

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
KOSMONT & ASSOCIATES, INC.**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this 16th day of March, 2022 by and between the City of Corona (“City”) and Kosmont & Associates, Inc., dba “Kosmont Companies”, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement on or about April 7, 2021 (“Agreement”), whereby Consultant agreed to provide Revitalization Plans.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to (1) amend Exhibit “A” (Scope of Services) to add additional services referenced in Exhibit “A-1” (Scope of Services); (2) extend the Term of the Agreement through June 30, 2023; (3) replace Exhibit “B” (Schedule of Services) with Exhibit “B-1” (Schedule of Services); (4) amend the Rates & Total Compensation; and (5) replace Exhibit “C” (Compensation) with Exhibit “C-1” (Compensation).

3. TERMS.

3.1 Exhibit “A” (Scope of Services). Exhibit “A” (Scope of Services) of the Agreement is hereby amended to add those services provided in Exhibit “A-1” (Scope of Services) attached hereto and incorporated herein by reference.

3.2 Term. Section 3.1.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from April 7, 2021 to June 30, 2023 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.3 Schedule of Services. Section 3.3.1 (Schedule of Services) and Exhibit “B” (Schedule of Services) of the Agreement are hereby deleted in their entirety and replaced with the following:

“3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B-1” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.”

3.4 Rates & Total Compensation. Section 3.3.1 (Compensation) and Exhibit “C” (Compensation) of the Agreement are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation including authorized reimbursements, for all Services rendered under this Agreement at the rates set for in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Three Hundred Ninety-Two Thousand One Hundred Eighty-Three Dollars (\$392,183) (“Total Compensation”) without written approval of the City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.5 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.6 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 First Amendment.

3.7 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CITY'S SIGNATURE PAGE FOR FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
KOSMONT & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Reviewed By: _____
Jessica M. Gonzales
Economic Development Director

Reviewed By: _____
Scott Briggs
Acting Purchasing Manager

Attest: _____
Sylvia Edwards
City Clerk

**CONSULTANT'S SIGNATURE PAGE FOR FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
KOSMONT & ASSOCIATES, INC.**

KOSMONT & ASSOCIATES, INC.
dba "Kosmont Companies"
a California corporation

By: 
049441607BDC447
Ken K. Hira
President

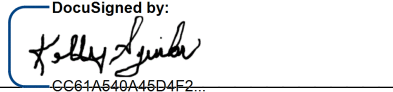
By: 
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Kelly Aguilar
Corporate Secretary

EXHIBIT "A-1" SCOPE OF SERVICES

Exhibit "A" (Scope of Services) of the Agreement is hereby amended to add those services provided below. All other terms and conditions outlined in Exhibit "A" (Scope of Services) of the Agreement remain unchanged.

Stakeholder Engagement and Visioning Process:

Task 1: City Council Department Lead Meetings

- a. Preparation/review of materials/PPT
- b. Internal Draft PPT/Materials Review/Prep meeting with City Staff
- c. Meetings with Department Leads (4 meetings)
- d. Meeting Debrief

Task 2: Community Strategic Planning Workshop

- a. Preparation/review of materials/PPT
- b. Internal Draft PPT/Materials Review meeting with City Staff
- c. City Leadership Meeting
- d. Participation/Attendance in Community Workshop
- e. Meeting to Debrief

Task 3: City Council Strategic Planning Workshop

- a. Preparation/review of materials/PPT
- b. Internal Draft PPT/Materials Review meeting with City Staff
- c. City Leadership Meeting
- d. Participation/Attendance in CC Workshop (i.e., Economic Development Tools)
- e. Meeting to Debrief

Placemaking & Wayfinding Design Guidelines:

Complete design guidelines in alignment with community priorities, upcoming Council workshop feedback, and land use, historical preservation, and activation strategies discussions with Department heads.

Downtown Revitalization Plan:

Complete Plan and supplemental PowerPoint in alignment with Council priorities, community feedback and completed market analysis.

- a. Preparation of Draft materials and final documents
- b. Internal review of Draft Plan with City Staff
- c. City Leadership Meeting to Present Proposed Plan
- d. Presentation of Plan to Council and Community for Adoption

Technical Advisory Services:

Provide additional and ongoing on-call technical and advisory services:

- a. Fiscal & Economic Benefit Analysis (related to Mall Revitalization and Downtown related areas)
- b. Public-Private Transaction Structuring/Negotiation Services (specific to Mall and/or other catalytic or development areas)
- c. Municipal Advisory (MA) / Public Finance Services related to implementation of preferred financing mechanisms such as special Districts and/or Assessments (services would be provided by the Consultant's Transaction Services (Kosmont Transaction Services "KTS"), SEC and MSRB registered Municipal Advisor and certified as a Minority Business Enterprise ("MBE"))
- d. Other as-needed advisory real estate, financial, and/or economic development services (e.g. real estate transaction based advisory/brokerage, Surplus Land Act compliance, Government Code reports (e.g. 52201, 53083, etc.)) (services related to real estate brokerage would be provided by the Consultants' Real Estate Services (Kosmont Real Estate Services), dba Kosmont Realty (DRE #02058445))

Note: Duties may be allocated between tasks and Consultants' team members as deemed appropriate by Consultant's Project Manager in order to adequately provide services to the City and stay within budget. If needed, additional Consultants' team members may be assigned to work on this project in a support or research role.

EXHIBIT "B-1"
SCHEDULE OF SERVICES

Consultant shall complete the Services within the Term of this Agreement and shall meet any other schedules and deadlines established by City's Representative.

The City may elect to exercise an extension to renew the term of this contract for one additional one (1) year term period.

- The optional term extension will be for the period of July 1, 2023 through June 30, 2024.

Contract Renewal: The Agreement term may be extended by the City Manager under the terms and conditions of the original agreement, upon execution of an amendment to the Agreement by both parties. Should the City elect to exercise the option to extend this Agreement, the parties shall negotiate pricing for such period prior to commencement of the additional extension period. Any request for additional compensation will be brought forth for City Council approval during the Fiscal Year budget adoption process. Negotiated price increases for the contract extension shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers" for Riverside San Bernardino Ontario, CA (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized purchase order and signed amendment.

EXHIBIT “C-1” COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below in this Exhibit.

Corona Amended Budget for DRP & Technical Advisory Services - 3.3.22			
Scope of Work	Total Cost/Task	Kosmont Companies Budget	Storyland Studios Budget
Stakeholder Engagement & Visioning Process	\$20,400	\$15,000	\$5,400
<i>Task 1: City Council Department Lead Meetings</i> a. Preparation/review of materials/PPT b. Internal Draft PPT/Materials Review/Prep meeting with City Staff c. Meetings with Department Leads (4 meetings) d. Meeting Debrief	\$6,800	\$5,000	\$1,800
<i>Task 2: Community Strategic Planning Workshop</i> a. Preparation/review of materials/PPT b. Internal Draft PPT/Materials Review meeting with City Staff c. City Leadership Meeting d. Participation/Attendance in Community Workshop e. Meeting to Debrief	\$6,800	\$5,000	\$1,800
<i>Task 3: City Council Strategic Planning Workshop</i> a. Preparation/review of materials/PPT b. Internal Draft PPT/Materials Review meeting with City Staff c. City Leadership Meeting d. Participation/Attendance in CC Workshop (i.e., Economic Development Tools) e. Meeting to Debrief	\$6,800	\$5,000	\$1,800
Placemaking & Wayfinding Design Guidelines	\$14,600	\$0	\$14,600
<i>Complete design guidelines in alignment with community priorities, upcoming Council workshop feedback, and land use, historical preservation and activation strategies discussions with Department heads.</i>			
Downtown Revitalization Plan	\$15,000	\$15,000	\$0
<i>Complete Plan and supplemental PowerPoint in alignment with Council priorities, community feedback and completed market analysis.</i> a. Preparation of Draft materials and final documents b. Internal review of Draft Plan with City Staff c. City Leadership Meeting to Present Proposed Plan d. Presentation of Plan to Council and Community for Adoption			
Technical Advisory Services	\$50,000	\$50,000	\$0
<i>Provide additional and ongoing on-call technical and advisory services:</i> a. Fiscal & Economic Benefit Analysis (related to Mall Revitalization and Downtown related areas) b. Public-Private Transaction Structuring/Negotiation Services (specific to Mall and/or other catalytic or development areas) c. Municipal Advisory (MA) / Public Finance Services related to implementation of preferred financing mechanisms such as special Districts and/or Assessments (services would be provided by Kosmont Transaction Services (KTS), SEC and MSRB registered Municipal Advisor and certified as a Minority Business Enterprise ("MBE")) d. Other as-needed advisory real estate, financial, and/or economic development services (e.g. real estate transaction based advisory/brokerage, Surplus Land Act compliance, Government Code reports (e.g. 52201, 53083, etc.)) (services related to real estate brokerage would be provided by Kosmont Real Estate Services, dba Kosmont Realty (DRE #02058445))			
TOTAL ESTIMATED BUDGET	\$100,000	\$80,000	\$20,000

Duties may be allocated between tasks and team members as deemed appropriate by Kosmont's Project Manager in order to adequately provide services to the Client and stay within budget. If needed, additional team members may be assigned to work on this project in a support or research role.

Consultant Rate Schedule:

**Kosmont Companies
Public Agency Fee Schedule**

Professional Services

Chairman & CEO	\$375.00/hour
President	\$345.00/hour
Senior Vice President/Senior Advisor	\$305.00/hour
Vice President	\$210.00/hour
Senior Project Analyst	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 70.00/hour

- **Additional Expenses**

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) **Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN and other based on quoted project cost.**
- 5) Consultant's **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until June 30, 2023.

Note: Rates reflected above are the same as Exhibit C in the Original Agreement.

Subconsultant Rate Schedule:

STORYLAND STUDIOS FEE SCHEDULE

Position and Rate Card

Chief Creative Officer	\$250.00 / hour
Senior Architect/Planner	\$200.00 / hour
Senior Creative Director	\$200.00 / hour
Directors/Writer	\$175.00 / hour
Urban Designer/Illustrator	\$150.00 / hour
Architectural Designer	\$115.00 / hour
Intern	\$ 95.00 / hour
Clerical	\$ 65.00 / hour

