

SIXTH AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of March 2015, by and between the SUCCESSOR AGENCY TO THE COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA, and **Keyser Marston Associates, Inc.**, a California corporation, whose address is 160 Pacific Avenue, Suite 204, San Francisco, CA 94111, (hereinafter "Consultant"), is made with reference to the following:

RECITALS:

A. On March 1, 2012, an agreement was entered into by and between the City of Alameda, in its capacity as Successor Agency to the Community Improvement Commission of the City of Alameda (hereinafter "City"), and Consultant (hereinafter "Agreement").

B. On August 1, 2012, an amendment to Agreement was entered into by and between City and Consultant.

C. On June 27, 2012, the California State Legislature passed, and the Governor signed, AB 1484, which requires a successor agency to a redevelopment agency to be a separate and independent legal entity.

D. On September 18, 2012, the City of Alameda, pursuant to the requirements of AB 1484, duly organized a separate legal entity, the Successor Agency to the Community Improvement Commission of the City of Alameda (hereinafter "SACIC") to serve as successor agency to the Community Improvement Commission.

E. SACIC has assumed contractual obligations made by the City in its capacity as Successor Agency to the Community Improvement Commission of the City of Alameda including, but not limited to, the Agreement.

F. On April 17, 2013, a second amendment to Agreement was entered into by and between SACIC and Consultant.

G. On July 1, 2013, a third amendment to Agreement was entered into by and between SACIC and Consultant.

H. On September 17, 2013, a fourth amendment to Agreement was entered into by and between SACIC and Consultant.

I. On October 22, 2014, a fifth amendment to Agreement was entered into by and between SACIC and Consultant.

J. SACIC and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this agreement shall commence on the 1st day of 2012, and shall terminate on the 30th day of June 2017, unless terminated earlier as set forth herein."

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibit "A", "A-1", "A-2", "A-3", "A-4" and "A-5" which is attached hereto and incorporated herein by this reference."

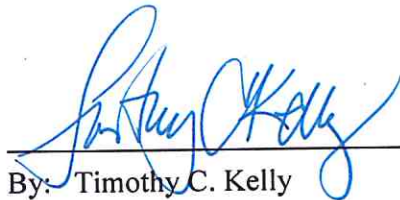
3. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$29,500 as set forth in Exhibit "A", in the amount not to exceed \$44,500 as set forth in Exhibit "A-1", in the amount not to exceed \$15,000 as set forth in Exhibit "A-2", in the amount not to exceed \$60,000 as set forth in Exhibit "A-3", in the amount not to exceed \$50,000 as set forth in Exhibit "A-4" ", and in the amount not to exceed \$78,500 as set forth in Exhibit "A-5" which are attached hereto and incorporated herein by this reference, for a total compensation of \$277,500 under this agreement.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

KEYSER MARSTON ASSOCIATES, INC.



By: Timothy C. Kelly
Title: President

SUCCESSOR AGENCY TO THE
COMMUNITY IMPROVEMENT
COMMISSION OF THE CITY OF
ALAMEDA

John A. Russo
City Manager



By: Diane M. Chambers
Title: Secretary

RECOMMENDED FOR APPROVAL:



Debbie Potter
Community Development Director

APPROVED AS TO FORM:



~~Janet Kern~~ Farimah Brown
Sr. Assist City Attorney



KEYSER MARSTON ASSOCIATES.

Exhibit A-5:

Keyser Marston Associates, Inc. (KMA) is pleased to present the following proposed scope of services to continue providing on-call services and technical support to the Successor Agency for FY 2015-16 and FY 2016-17 and to prepare required annual disclosure reporting information for the Successor Agency's outstanding 2011 and 2014 tax allocation bonds.

Task A. Successor Agency Services

It is currently anticipated that services to the Successor Agency will include those listed below as well as other on-call services at the direction of Successor Agency staff:

1. Recognized Obligation Payment Schedules (ROPS) – Preparation of ROPS schedules due to the Department of Finance during the next two fiscal years including ROPS 15-16B and the first two full year ROPS schedules for FY 2016-17 and 2017-18 (assuming implementation of full year ROPS schedules as proposed as part of the Governor's FY 15-16 budget). Services will include assistance with the required reconciliation of prior period estimated versus actual expenditures and preparation of estimates of available cash balances.
2. DOF Meet and Confer Process – Support as needed in relation to the Meet and Confer process with the Department of Finance (DOF) including preparation of summary materials and/or participation in sessions with DOF.
3. Long Range Property Management Plan – Assistance in responding to DOF comments or questions on the Successor Agency's Long Range Property Management Plan and / or preparation of a revised version of the LRPMP for submission to DOF.
4. Calculate amounts due on specific enforceable obligations payable from project-specific tax increment revenues.
5. Assist Successor Agency staff in responding to comments, questions, and requests for information received from the Department of Finance, State Controller, County Auditor-Controller, and others.
6. Participation in meetings of the Oversight Board and with Successor Agency staff.
7. Other services on an as needed basis in support of the Successor Agency.



KEYSER MARSTON ASSOCIATES.

Task B. Tax Allocation Bond Disclosures

KMA will prepare required annual disclosure information for the Successor Agency's 2011 and 2014 bonds due in March 2016 and March 2017. The materials to be prepared by KMA will include the specific items identified below consistent with the continuing disclosure certificates for the 2011 and 2014 bonds:

1. Breakdown of assessed valuation by category of use;
2. Ten largest property taxpayers, by assessed value;
3. Assessed valuation by component project area, by secured, unsecured, and utility;
4. Identification of Tax Revenues for the 2014 bonds;
5. Identification of Housing Tax Increment Revenues for the 2011 bonds;
6. Identification of outstanding debt secured by Housing Tax Increment Revenues and revenues received to date;
7. Debt service coverage calculation for the 2011 bonds;
8. Debt service coverage for the 2014 bonds;
9. Tax increment cap analysis for 2011 bonds;
10. Summary of assessment appeals filings.

The above information is to supplement that contained in audited financial statements which must also be provided pursuant to the disclosure requirements.

Budget

We propose to proceed with this scope of services on a time and materials basis within a recommended budget authorization of \$78,500 for services to be provided during FY 2015-16 and 2016-17 which, when combined with prior authorizations for services to the Successor Agency during the four (4) previous years, results in a total authorization of \$277,500.

Budget Estimate by Period	Total	ROPS		FY16-17
		15-16A	15-16B	
Task A – Successor Agency Services	\$70,000	\$20,000	\$20,000	\$30,000
Task B – Disclosure Services	\$8,500	\$0	\$3,500	\$5,000
New Authorization: FY 2015-16 and FY 2016-17	\$78,500	\$20,000	\$23,500	\$35,000
Prior Authorizations for Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15	\$199,000			
Total with prior authorizations	\$277,500			