

AMENDMENT NO. 1
AGREEMENT NUMBER ADM-VC-DEST-89-21-22
City Marketing Administrator

1. This amendment (the "Amendment") is made by City of Carmel-by-the-Sea, a municipal corporation, (hereinafter "City"), and Visit Carmel, a nonprofit corporation, (hereinafter "Consultant"), collectively referred to herein as the "parties", to agreement ADM-VC-DEST-89-21-22, (the "Agreement") executed on July 2, 2021.

2. The Agreement is amended as follows:

- a. Section 3.A (Term) of the Agreement is amended and restated as follows:

The work under this Agreement will commence on July 1, 2021 and shall be completed by June 30, 2027, subject to annual appropriations of the City Council for each fiscal year and unless terminated by either party or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.

- b. Section 2.A (Compensation) of the Agreement is amended and restated as follows:

Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the term of July 1, 2021 to June 30, 2022 (Fiscal Year 2021-2022), a total amount not-to-exceed One Hundred Thousand and Eight Hundred Dollars (\$100,800.00), subject to the appropriation of funds by City Council as part of the adoption of the Fiscal Year 2021-2022 Budget.

For Fiscal Year 2022-2023 and Fiscal Year 2023-2024, the annual fiscal year compensation shall be subject to the annual appropriation of funds by the Carmel-by-the-Sea City Council during the annual budget process for each fiscal year during the remainder of the term.

For Fiscal Year 2024-2025, Fiscal Year 2025-2026, and Fiscal Year 2026-2027, the annual fiscal year compensation shall be subject to the annual appropriation of funds by the Carmel-by-the-Sea City Council during the annual budget process for each fiscal year during the remainder of the term.

Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

CONSULTANT:

By: _____

Date: _____

CITY:

By: _____
Chip Rerig, City Administrator

Date: _____

ATTEST:

By: _____
Nova Romero, City Clerk

Date: _____