

AMENDMENT NO. 2
AGREEMENT NUMBER 95-21-22

**Project Consulting Services –
Facilitating Annual Evaluation of the City Administrator**

1. This amendment (the “Amendment”) is made **by City of Carmel-by-the-Sea and Municipal Resource Group, LLC (“Consultant”)**, parties to agreement 95-21-22 (the “Agreement”) executed **on May 24, 2022.**

2. The Agreement is amended as follows:

a. Section 1.A (Scope of Services) is amended and restated as follows:

Consultant agrees to provide to the City, as the scope of services (“Scope of Services”) under this Agreement, the following: Public Works Organization Assessment and individual or group coaching, division training and/or conflict resolution and relationship building; project development services for the initial planning of a business district paid parking program and initial data gathering and recommendations for ambulance consolidation project; and facilitation of Council’s evaluation process for the City Administrator’s annual evaluation. The Scope of Services is attached hereto as “EXHIBIT B”. The Scope of Services under this Agreement should include but not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto.

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 full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant’s Compensation & Fee Schedule (“EXHIBIT B”), in a total amount not-to-exceed Forty-Six Thousand and Fifty Dollars (\$46,050.00). 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 budget 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 Agreements 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.