

AMENDMENT NO. 3
AGREEMENT NUMBER 95-21-22
Project Consulting Services – Traffic Congestion Reduction and Parking Management Program

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 parking management program, develop public engagement plan for traffic congestion reduction and parking management program, implement a public engagement plan, present findings of public engagement plan to City Council, and draft any necessary City Municipal Code changes necessary for a traffic congestion reduction and parking management program; and services for 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 A.3”. 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.3”), in a total amount not-to-exceed One Hundred Nineteen Thousand Five Hundred and Fifty Dollars (\$119,550.00). 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.

CONSULTANT:

By: _____

Date: _____

CITY:

By: _____
Chip Rerig, City Administrator

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

SCOPE OF WORK

The objective of this scope of work is to transition the Council's priority for traffic and parking concerns to an action item scheduled for presentation in late spring 2023.

Phase 1: Pre-Public Engagement

(Dec 2022-Jan 2023) - 101 hours

1. Design informational brochure and draft letter (for Mayor or City Administrator review) for public mailing to every Carmel residence and business. Letter asking for the public's involvement and input. Brochure to include:
 - a. public meeting options
 - b. info about web portal
 - c. mention of free residential options
 - d. technology options to avoid kiosks
 - e. Reasons to consider having a traffic congestion/parking management program
2. "Coordinate and schedule" meeting spaces for public meetings (Carpenter Hall) and Farmer's Market.
3. Develop/print 1) written agendas, 2) PPT presentations, and 3) all supporting materials (handouts) for public-facing meetings/events.
4. If technically available from Carmel's Parking Management Vendor (T2), arrange for "customer experience" cell phone transaction demo account (T2 Mobile Pay) This will allow sampling by the public to occur in the public meetings or during the farmers' market events. This includes MRG input to T2 on design elements. Also, MRG to prepare an instructional/demo video of this process for linkage to the web portal (if T2 indicates this is not easily accomplished, MRG hours will not be needed).
5. With City staff, MRG to coordinate the development of various concept maps for web, presentations, and meetings (Prepared by City Staff with input from MRG—includes printing on the City's plotter for larger maps used in meetings or farmer's market) This includes the following map concepts—optimally, an on-line "master map" experience should include added detail upon "zoom-in" and reduced detail as "zoom out":
 - a. employee parking
 - b. parking areas where payment may be required
 - c. concepts for kiosk placement (if any)
 - d. free parking options
 - e. surface lots and on-street parking space counts
 - f. conceptual permit parking/time restricted "buffer" areas
6. With City staff, develop/design web portal (deployed by City Staff with source/raw source data from MRG as needed)
 - a. Historical information (both Walker Reports)
 - b. Add all brochure information (but in web format)
 - c. Public meeting invitation/information
 - d. Various technology links
 - e. All conceptual maps
 - f. Financial impact section
 1. Possible uses for funds: a) bike lanes, b) walking path improvements, c) existing unfunded capital projects, d) downtown master plan, e) future parking structure (if needed), f) other future need
 2. Revenue projection example (718 spaces)
 - g. Video recordings of all previous public meetings (starting with CC meeting of 10/4/22) —(video and recording equipment for meetings provided/set-up by City Staff)
 - h. Q and A blog (monitored and routine responses from MRG during engagement period)

Phase 2: Public Engagement

(Jan-Apr, 2023) - 164 Hours

TYPE/STEPS	DESCRIPTION
Community Info Mailing (0 hours, Note: completed at phase 1)	Direct mail, one per residence (mailing completed by City staff) Designed to convey draft program Info Communicates public meeting schedule Brochure-style Informational Document Included
Farmers Market Booth (x2) (Note: attendance, prepare for each meeting, and note/summarize results)	Table with Handouts and Display (10am-2pm) Brochure, Kiosk Demo, Pay-by-Phone Info, staff present
Web portal - (While designed in phase 1, at this stage: MRG to actively monitor/respond, and arrange for adding new details/materials during entire engagement period. Additionally, log results and summarize for later reports)	Hub for Parking Info as Meetings Occur and Program Unfolds Meeting Schedule/Agenda Reports/Data Maps/parking space counts Proposed kiosk locations (if any) Technology Connections (vendor videos)
Meeting(s) with Business groups 1-Conjoining a Roundtable Meeting 2-Joint Restaurant/Inn-keepers (Note: attendance, prepare for each meeting, and note/summarize results for later reports)	90 Minute Program (Pre-meeting welcome, sign-in) 5 Minute Intro/agenda 30 Min Power Point 10 Min Show/Tell at Kiosk Sample 10 Min Map Review of Possible Parking Zones/Employee Parking 25 Min Q & A 10 Min parking Information Portal Demo
Four face-to-face community meetings Location: Carpenter Hall Timeline: Two per week (Note: attendance, prepare for each meeting, and note/summarize results for later reports)	90 Minute Program (Pre-meeting welcome, sign-in, distribute question forms) 5 Minute Intro/agenda/encourage questions (in writing) 30 Minute Power Point 10 Minute Break: (1) Gather Questions/Review (2) Show/Tell at Kiosk Sample (3) Map of Proposed Parking Zones 20 Minute Verbal Responses to Pre-Loaded Questions 10 Minute Parking Information Portal Demo
Council Parking Program Workshop Location: Carpenter Hall (Note: Includes attendance and preparation, but also to assemble materials, collapsing all information from engagement for dissemination, and coordinating such materials with the City Administrator)	2 ½ Hour Program 30 Min Staff Power Point (community input review) 5 Min Show/Tell w/Kiosk Sample 5 Min Demo of Pay-by-phone process 10 Min Map Review Parking Zones/Employee Parking 10 Min parking Information Portal Demo 10 Min Break 50 Min public input 30 Min City Council Discussion (and consensus building for staff)

Phase 3: Development of Action Items for City Council

(Apr/May, 2023) - 55 Hours

1. Building on potential consensus from City Council's Workshop at the conclusion of Phase 2, prepare a draft staff report to establish City Code for the City Administrator/City Attorney to review, edit, and amend.
2. Consult and assist the City Attorney in crafting new City Code for the above staff report (if needed).
3. Prepare a presentation for City Council, summarizing all materials from public engagement period (summarizing/presenting materials from draft staff report).

*** NOTE: This does not include implementation-oriented action by Council, which would be expected to follow a decision to establish a parking management program. Presumably, if the Council approves a program, it would be scheduled at a future date, allowing time for staff to organize infrastructure procurement and deployment. ***

MRG FEES

The estimate for the project as scoped is \$73,500 which includes 320 hours of consulting services and \$1,500 in travel and project-related expenses.

Expenses may include but are not limited to project supplies, printing of materials, fees, mileage reimbursement at current IRS rates, document production, and parking, etc. All costs and expenses will be invoiced at MRG's cost.

Additional work not contemplated in this proposal will be billed at \$225 per hour and will begin only after agreed upon between the City and MRG.