

RENEWAL AND AMENDMENT #1 TO THE AGREEMENT AMONG CITY OF SALINAS
AND
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
ECOLOGY ACTION
FOR ALISAL GREENING, BEAUTIFICATION & SAFETY
APPROVED BY SALINAS CITY COUNCIL ON: JANUARY 14, 2025
APPROVED BY THE TAMC BOARD ON: JANUARY 22, 2025

THIS RENEWAL AND AMENDMENT NO. 1 to the agreement dated **January 22, 2025**, between the Transportation Agency for Monterey County, hereinafter referred to as “TAMC,” and City of Salinas hereinafter referred to as “CITY” and Ecology Action hereinafter referred to as “EA” is hereby entered into between TAMC and City and EA, hereinafter “PARTIES”, with respect to the implementation of the “Alisal Greening, Beautification & Safety Project” (hereinafter “PROJECT”).

RECITALS:

- A. **WHEREAS**, TAMC and City and EA entered into an agreement for professional services on August 9, 2022, hereinafter referred to as “Agreement;” and
- B. **WHEREAS**, the Agreement expired by its own terms on December 31, 2024; and
- C. **WHEREAS**, TAMC and City and EA desire to renew and amend the Agreement to extend the term of the agreement;

NOW, THEREFORE, the parties agree to renew and amend the Agreement as follows:

1. RENEWAL OF AGREEMENT

The Agreement is renewed and amended retroactively to January 1, 2025, and all of its provisions shall be deemed to have been in effect continuously since that time.

2. TERM OF AGREEMENT

Paragraph 1 of the Agreement is amended as follows (changes in strikeout and underline): “The term of this Agreement shall begin upon August 9, 2022, contingent upon approval by the TAMC Board and Salinas City Council, and TAMC and EA shall commence work only after a Notice to Proceed has been issued by CITY’s Project Manager and upon execution of the Restricted Grant Agreement between CITY, the Lead Agency, and Caltrans (Exhibit E). Per grant requirements, and Agreement Amendment No. 1 of the Restricted Grant Agreement (Exhibit F), reimbursable work

must be completed no later than ~~June 30, 2024~~ June 30, 2025, and project closeout and final invoicing to Caltrans must be submitted by ~~November 1, 2024~~ November 1, 2025. Unless earlier terminated as provided herein, this Agreement shall remain in force until December 31, 2025. TAMC acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.”

3. REMAINDER OF TERMS UNCHANGED

All other terms of the Agreement, as amended, including the “not to exceed” amount of \$257,224 payable to TAMC and “not to exceed” amount of 392,585 payable to Ecology Action remain in full effect.

An executed copy of this Amendment No. 1 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement with TAMC, City and Ecology Action.

CITY OF SALINAS

TAMC

By: _____
Dennis Donohue
Mayor

By: _____
Todd A. Muck
Executive Director

Dated: _____

Dated: _____

ECOLOGY ACTION

By: _____
Jim Murphy
Executive Director & CEO

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: _____

Christopher A. Calihan, City Attorney

Dated: _____