

**AGREEMENT —AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF SALINAS AND KIMLEY-HORN AND ASSOCIATES, INC.**

This Amendment No. 1 to the Agreement for Professional Services Between The City Of Salinas and Kimley-Horn and Associates, Inc. for the Active Transportation Plan (the “Amendment”) is entered into this ____ day of _____ 2024, by and between the City of Salinas (the “City”) and Kimley-Horn and Associates, Inc. (the “Consultant”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Consultant may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Consultant first entered into an Agreement for Professional Services Between The City of Salinas and Kimley-Horn and Associates, Inc. for the Active Transportation Plan effective May 16, 2023, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Consultant desire to amend the Agreement to reflect additional scope of services and additional compensation.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The Scope of Services set forth in the Agreement is amended and restated in its entirety to read as follows:

Scope of Service. The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference. In addition to the scope outlined in **Exhibit B**, consultant has provided or will provide the additional services described in **Exhibit B-1**.

2. The total amount of compensation to be paid under the Agreement is hereby amended as follows:

Compensation. City hereby agrees to pay Consultant for services rendered to the City pursuant to this Amendment and Agreement, on a time and materials basis according to the rates of compensation set forth in **Exhibit B and Exhibit B-1**. The total amount of compensation to be paid under this Agreement is three hundred ninety-nine thousand, two hundred seventy-three dollars and eighty-three cents (\$399,273.83).

3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and in effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Consultant have entered into this amendment as of the date first written above.

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

- _____
 Christopher A. Callihan, City Attorney
 Rhonda Combs, Assistant City Attorney

Kimley-Horn Associates, Inc.

Printed name: _____

Title: _____