

**AGREEMENT —AMENDMENT NO. 2 TO  
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND RINCON  
CONSULTANTS, INC.**

This Amendment No. 2 to the Agreement for Professional Services (the “Amendment No. 2”) is entered into this 4th day of June 2019, by and between the City of Salinas (the “City”) and Rincon Consultants, Inc., (the “Consultant”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Contractor may be referred to as the “Parties.”

**RECITALS**

WHEREAS, the City and Consultant first entered into an Agreement effective October 13, 2017, 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 amended the “Agreement” on July 1, 2018, pursuant to which the City and Consultant agreed to change the “2. Term; Completion Schedule” to June 30, 2019 (“Amendment No. 1”); and

WHEREAS, the City and Consultant desire to amend the “Agreement” and “Amendment No. 1” for as needed planning and environmental services for the Community Development Department including:

- a. *Environmental Support.* This task would primarily include peer review of CEQA documents prepared by other consultants on behalf of the City, but may also include preparation of environmental documents. In this capacity, Rincon would be available to assist City staff in reviewing and commenting on Administrative Draft Environmental Impact Reports (ADEIRs) and, if necessary, provide additional technical analysis to facilitate environmental review.
- b. *Advance Planning.* This task would include assistance with advance planning efforts for policy initiatives and future plans. These can include special studies, General Plan elements, Specific Plans, and other programs. Junior, mid-level, and senior-level support will be provided, depending on the needs of the particular assignment. Specifically, under this task, it is anticipated that Rincon may assist with the following:
  - Review and revision of plan documents related to the Chinatown Revitalization and Alisa! Vibrancy Plans.
  - Review and comment on drafts of the Future Growth Area and Salinas Travel Center Specific Plans.
- c. *Staff Training.* This task would include providing training to City of Salinas staff in key areas identified by the City. This is anticipated to include "planning 101" for new entry-level planning staff, community groups, and volunteers; and historic preservation training for a range of staff levels. This task may also include creating educational brochures related to changes in regulations to facilitate the public's understanding of key issues, including the new Accessory Dwelling Unit ordinance, and developing procedures for planning staff.
- d. *Current Planning.* This task would include senior-level support on current planning cases, amendments, and ordinances. This may include reviewing development applications, preparing response letters, and preparing Planning Commission staff reports. This may also include assisting the Community Development Director in developing a draft Adaptive Reuse Ordinance for the downtown and determining the appropriate environmental clearance.

- e. *Grant Writing.* This task would include assisting staff with grant writing related to the Chinatown, Downtown, and Alisal planning efforts.

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

**TERMS**

1. October 13, 2017 Agreement, "3. Compensation" section, is amended to replace with the following:

"City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the hourly rates of compensation set forth in Exhibit A not to exceed limitations as negotiated on portions or phases of work. The total amount of compensation to be paid pursuant to this Agreement shall not exceed \$200,000."

2. The July 1, 2018 Amendment No. 1 to the October 13, 2017 Agreement, "2. Term; Completion Schedule" section, is amended to replace with the following:

"This Agreement shall commence upon the date of full execution and shall terminate on June 4, 2021. This Agreement may be extended upon mutual written consent of the Parties, and may be terminated only pursuant to the terms of this Agreement."

3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment No. 2 shall remain in full force and effect as if fully set forth herein.

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

**CITY OF SALINAS**

\_\_\_\_\_  
Ray Corpuz, City Manager

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher A. Callihan, City Attorney

Dated: \_\_\_\_\_

**RINCON CONSULTANTS, INC.**

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Stephen Svete, AICP, LEED AP ND  
Vice President

**Attached:** July 1, 2018 Amendment #1  
October 13, 2017 Agreement

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