# PEG SUPPORT AGREEMENT BETWEEN THE CITY OF SALINAS AND MONTEREY COUNTY SUPERINTENDENT OF SCHOOLS



### AMENDMENT NO. 2

This Amendment No. 2 to the PEG Support Agreement is entered into this 16th day of May 2017, by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as "the City," and the Monterey County Superintendent of Schools, a non-profit corporation hereinafter referred to as "MCOE." The City and MCOE may collectively be referred to herein as "the Parties" and may individually be referred to herein as a "Party."

### RECITALS

WHEREAS, the City and MCOE entered into a PEG Support Agreement on July 28, 2009, pursuant to which the MCOE agreed to provide support to the City with respect to public, educational, and governmental access facilities, equipment, and support (the "Original Agreement"); and

WHEREAS, the Original Agreement expired on July 28, 2014; and

WHEREAS, on October 31, 2014 Amendment No. 1 was entered into by the City and MCOE, was deemed to have commenced July 29, 2014 and would terminate July 1, 2017; and

WHEREAS, the City and MCOE desire to continue the relationship between them as established in the Original Agreement, as amended in Amendment No. 1 and as amended in this Amendment No. 2.

NOW, THEREFORE, in mutual consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

#### TERMS

Section 1. The term of the PEG Support Agreement shall be extended for an additional period of three (3) years, thereafter and terminating on July 1, 2020.

Section 2. The total amount of compensation to be paid under the PEG Agreement shall be \$125,000 per City fiscal year, effective July 1, 2017.

Section 3. All other terms and provisions of the Original Agreement and Amendment No. 1 not amended herein shall continue in full force and effect as originally written and shall be incorporated into this Amendment No. 2, as if fully set forth herein, by this reference.

IN WITNESS WHEREOF, the undersigned as authorized representatives of the Parties, have entered into this Amendment No. 2 as of the date first written above.

CITY OF SALINAS

Ray E. Corpuz, Jr., City Manager

## APPROVED AS TO FORM;

Christopher A. Callihan, City Attorney

MONTEREY COUNTY SUPERINTENDENT OF SCHOOLS

Hamish Tyler, Producer/ Director-MCAET

Dave Pauls Chief Technology & Operations

Garry Bousom, Associate Superintendent