

**AGREEMENT —AMENDMENT NO. 2 TO
LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS AND FACILITIES
BETWEEN
SMITH & ENRIGHT LANDSCAPING, INC. AND CITY OF SALINAS**

This Amendment No. 2 to the Landscape Maintenance Services for City Parks and Facilities (the “Amendment”) is entered into this 8th day of April 2025, by and between the City of Salinas (the “City”) and Smith & Enright Landscaping, Inc., (the “Contractor”). City and Contractor 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 Contractor first entered into an Agreement for Landscape Maintenance Services for City Parks and Facilities effective the 29th day of June 2022, pursuant to which Contractor agreed to provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Contractor entered into Amendment No.1 on October 24, 2023, to add an additional not to exceed amount of \$50,000 per year or \$100,000 for the remaining two years of the three-year term for general irrigation repairs on as needed basis; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect an extension of the term of the Agreement, additional services and compensation.

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

TERMS

1. Section 1 of the Agreement is hereby amended to read as follows:

Scope: Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Landscape services for city parks and facilities as more specifically described in the Citywide Landscape Maintenance Services for City Parks and Facilities Request for Proposal, Attachment B and Contractor’s Proposal dated March 30, 2022, and March 11, 2025, Attachment C.

2. Section 2 of the Agreement is hereby amended to read as follows:

Term; Completion Schedule. This Agreement shall commence on June 29, 2022, and shall terminate on June 30, 2027, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.

3. Section 3 of the Agreement is hereby amended to read as follows:

Compensation. City hereby agrees to pay Contractor for services rendered pursuant to this Agreement on a time and materials basis according to the rates of compensation in Attachment B. The total amount of compensation to be paid under this Agreement shall not exceed three million four hundred fifty-seven thousand nine hundred twenty-seven (\$3,457,927) dollars.

4. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment 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 Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

CONTRACTOR

Printed name: James Smith
Title: President

Printed name: Richard Enright
Title: Vice President