

**AGREEMENT —AMENDMENT NO. 3 TO
CITY-WIDE LANDSCAPE SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS
BETWEEN CITY OF SALINAS AND SMITH & ENRIGHT LANDSCAPING, INC.**

This Amendment No. 3 to the City-Wide Landscape Services for Greenbelts, Medians, & roundabouts (the “Amendment”) is entered into this 27th day of January 2026, 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 a/an Agreement: City-Wide Landscape Services for Greenbelts, Medians, & roundabouts effective June 14, 2022, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, pursuant to Resolution No. 23232, the City Council authorized Smith & Enright to exercise their contractual right to request a two-year extension, extending the term from May 6, 2025, through June 14, 2027; and

WHEREAS, the extension includes a cost adjustment to the monthly service in the amount of \$324,180.00 for fiscal Year 2025-26 and a monthly service amount of \$331,452.00 for fiscal year 2026-27; and

WHEREAS, pursuant to Resolution No. 23121, the City Council approved an increase of \$120,400.00 for unscheduled/extra work under the agreement, thereby increasing the not-to-exceed amount to \$365,104.00; and

WHEREAS, the Parties now desire to amend the Agreement to increase the annual amount for unscheduled and extra work by \$279,600.00, from \$120,400.00 to a total of \$400,000.00, thereby increasing the overall Agreement not-to-exceed amount to \$724,180.00 for Fiscal Year 2025–26 and to \$731,452.00 for Fiscal Year 2026–27 subject to the appropriation of funds; and

WHEREAS, the City and Contractor desire to amend the Agreement to accommodate current operational needs and may support additional unforeseen projects and interdepartmental landscape services requests consistent with the scope of work set forth in the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts services Agreement.

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

TERMS

1. The Agreement, Payment, Section 4, is amended to Replace the following:

The City agrees to pay, and the Contractor agrees to accept, as full and fair consideration for the performance of this Agreement, compensation for unscheduled/extra work in an amount not to exceed \$724,180.00 for Fiscal Year 2025–2026, and in an amount not to exceed \$731,452.00 for Fiscal Year 2026–2027, subject to the appropriation of funds.

2. 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.

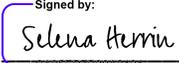
CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

SMITH & ENRIGHT LANDSCAPING, Inc.

Signed by:

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Printed name: Selena Herrin
Title: GM