

**AGREEMENT —AMENDMENT NO. 3 TO
REMOVAL OF UNLAWFUL CAMPSITES, BULKY ITEMS, AND PERSONAL PROPERTY
BETWEEN
SMITH & ENRIGHT LANDSCAPING, INC., AND CITY OF SALINAS**

This Amendment No. 3 to the Removal of Unlawful Campsites, Bulky items, and Personal Property (the “Amendment”) is entered into this 20th day of February 2024, 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 for removal of unlawful campsites, bulky items, and personal property effective December 15, 2015, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the revised compensation to be paid to contractor.

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

TERMS

1. The Agreement, Payment section, is amended to replace the following:

The cost of this contract shall not exceed \$250,000 per year.

With:

The cost of this contract shall not exceed \$345,000 per year.

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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

Jim Pia, Interim City Manager

APPROVED AS TO FORM:

☐ Chris Callihan, City Attorney

☐ Rhonda Combs, Assistant City Attorney

Smith & Enright landscaping, Inc.

Printed name: Selena Herrin

Title: General Manager