

**AGREEMENT —AMENDMENT NO. 2 TO
UNIFORM LAUNDRY AND RENTAL SERVICE
BETWEEN
CINTAS INC AND CITY OF SALINAS**

This Amendment No. 2 to the Uniform Laundry and Rental Service (the “Amendment”) is entered into this 15th day of July 2021, by and between the City of Salinas (the “City”) and Cintas Incorporated, (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 Uniform Laundry and Rental Services between the City of Salinas and Cintas Inc effective 20th day of July, 2020, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation for uniform rental and laundry service not to exceed \$53, 402.00 per year for a 3 year term (the “Agreement”); and

WHEREAS, on August 26th 2020 the City and Contractor entered into “Agreement-Amendment No 1” to add additional scope at a not-to-exceed price of \$1,500 per year; and

WHEREAS, the City and Contractor desire to further amend the Agreement to increase payment terms to account for an increase in the level expected services at the amount of \$7,000.00 per year.

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

TERMS

1. The Agreement, section “4. Payment” is amended in its entirety to read as follows:
 - **4. Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this agreement, an amount not to exceed \$61,902 per year as more fully described in contractors fee schedule included in Attachment B. Contractor has no right of reimbursement for expenses under this agreement. Compensation shall become due and payable 30 days after City's approval of Contractors submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
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

DocuSigned by:

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Steven S. Carrigan, City Manager

APPROVED AS TO FORM

DocuSigned by:

Christopher A. Callihan

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

CINTAS INCORPORATED

DocuSigned by:

Genaro Del Real

Printed name: Genaro Del Real QDDF0CBC3E514FB...

Title: Service Manager