



## **CITY OF SALINAS COUNCIL STAFF REPORT**

---

**DATE:** AUGUST 27, 2019

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT

**FROM:** DAVID JACOBS, PUBLIC WORKS DIRECTOR

**BY:** HILDA GARCIA, PW ADMIN SUPERVISOR

**TITLE:** SECOND AMENDMENT TO THE AGREEMENT WITH SMITH & ENRIGHT LANDSCAPE SERVICES, INC. FOR CONTRACTUAL SERVICES RELATED TO THE REMOVAL OF UNLAWFUL CAMPSITES, BULKY ITEMS, AND PERSONAL PROPERTY

**RECOMMENDED MOTION:**

A motion to approve a Resolution approving (1) a Second Amendment to the Agreement between the City of Salinas and Smith & Enright Landscape Services, Inc. for services related to the removal of unlawful campsites, bulky items, and personal property, associated with the City Cleanup Program Project, CIP 9068; and (2) an appropriation of \$75,000 from General Fund to the City Cleanup Project, CIP 9068

**RECOMMENDATION:**

It is recommended City Council approve a Resolution approving (1) the Second Amendment to the Agreement between the City of Salinas and Smith & Enright Landscape Services, Inc. for services related to the removal of unlawful campsites, bulky items, and personal property, associated with the City Cleanup Program Project, CIP 9068, and (2) an appropriation of \$75,000 from General Fund to the City Cleanup Program, CIP 9068.

**EXECUTIVE SUMMARY:**

On December 1, 2015, the City of Salinas entered into a Service Agreement (“Agreement”) with Smith & Enright Landscaping, Inc. (“S&E”), on an on-call, as needed basis, to implement the City’s encampment cleanup up process. The Agreement was subsequently extended an additional two years through November 30, 2019 and is set to expire. Both parties desire to extend the Agreement for an additional two years. Additional funding is required to cover Staff time and administrative costs related to the City Cleanup Program.

**BACKGROUND:**

On December 1, 2015, the City of Salinas entered into a Service Agreement (“Agreement”) with Smith & Enright Landscaping, Inc. (“S&E”), on an on-call, as needed basis, to implement the City’s encampment cleanup up process. S&E was selected from list of five contractors that

successfully responded to a Request for Proposal issued in September of the same year. The original Agreement included a two-year term. In 2017, both parties executed the First Amendment extending the term thru November 30, 2019.

Expenditures to-date on this agreement as follows:

<i>Fiscal Year</i>	<i>Amount Expended</i>
2015 – 16 *	\$ 107,836
2016 – 17	\$ 292,412
2017 – 18	\$ 218,348
2018 – 19	\$ 533,068
<i>Total</i>	\$ 1,151,664

*\*Services started one-third into the fiscal year*

In the last two fiscal years, Staff has responded to 585 calls from residents requesting cleanup services. In the last one month and a half (July 1 - August 15, 2019) Staff has logged 43 calls; twice as many as the number of last year's average monthly calls.

<i>Fiscal Year</i>	<i>Number of Resident Complaints</i>
2017 – 18	324
2018 – 19	261
<i>Total</i>	585

#### CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project

#### STRATEGIC PLAN INITIATIVE:

This action supports the City's goal to make Salinas a safe and livable community for all its residents.

#### DEPARTMENTAL COORDINATION:

Public Works Department's Maintenance Division staff works hand in hand with Police Department on the day-to-day activities involved in the implementation of the program. Legal Department Staff notifies Public Works of clean up sites for public notification.

#### FISCAL AND SUSTAINABILITY IMPACT:

The City Cleanup Program, CIP 9068 is funded 100% from the City's General Fund. City Council approved \$150,000 for the 19/20 Fiscal Year, all of which is expected to be expended well before June 2020.

In order to continue this program, an appropriation of \$75,000 is requested; \$45,000 to fund the Staff time required to be dedicated to this project through the end of the fiscal year and \$30,000 to fund the project's foreseeable admin fee (15% of all expenditures) typically charged to the CIP at the end of each fiscal year.

ATTACHMENTS:

Original Agreement

First Amendment

Second Amendment