

AGREEMENT —AMENDMENT NO. 2
BETWEEN
Smith and Enright Landscaping, Inc. and City of Salinas

This Amendment No. 2 to the Agreement for Contractual Services Related to the Removal of Unlawful Campsites, Bulky Items, and Personal Property (the “Amendment”) is entered into this 10th day of September 2019, by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as “the Client,” and Smith and Enright Landscaping, Inc. hereinafter referred to as “Contractor.” Client and Contractor may be individually referred to herein as a “Party” and collectively the Client and Contractor may be referred to as the “Parties.”

RECITALS

WHEREAS, the Client and Contractor first entered into an Agreement effective December 1, 2015, pursuant to which Contractor agreed to act as and provide certain services to the Client for compensation (the “Original Agreement”); and

WHEREAS, the term of the Original Agreement was set to end on November 30, 2017; and

WHEREAS, the Original Agreement was extended and is set to end on November 30, 2019 (the “First Amendment”); and

WHEREAS, Client and Contractor desire to amend the Original Agreement and First Amendment to reflect an extended term and 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

I. The Contractual Services Agreement’s **Term section** is amended and restated in its entirety to read as follows:

2. **Term; On-Call/As Needed Basis.**

This Agreement shall commence on December 1, 2015 and shall terminate on November 30, 2021. 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. Contractual services will be provided on an on-call, as needed basis. Each job which will require services pursuant to this agreement will be unique and the Contractor agrees to abide by and fully comply with all timelines for each individual job site in the performance of its contractual services set forth in **Exhibits A & B1.**

II. The Contractual Services Agreement’s **Compensation Section 3a** is amended and restated in their entirety to read as follows:

3. **Compensation & Prevailing Wages.**

a. City hereby agrees to pay Contractor on a time and materials basis for the services rendered to the City, based upon the labor and equipment rates provided in **Exhibit B1**, after receiving a cost estimate prior to beginning each job.

III. 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 Client and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Ray E. Corpuz, Jr., City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

CONTRACTOR:

Richard Enright, Vice President
Smith and Enright Landscaping, Inc.