## AMENDMENT NO. 4 AGREEMENT FOR SERIVCES BETWEEN THE CITY OF SALINAS AND BENITEZ SECURITY SERVICES, INC. FOR

## SECURITY SERVICES FOR THE SALINAS MOTEL PROGRAM (FORMALLY KNOWN AS THE ARPA/PRK MOTEL PROGRAM)

Agreement No. 22ARPA04

This Amendment No. 4 to the original Funding Agreement is entered on <u>May 1, 2024</u>, between **BENITEZ SECURITY SERVICES**, **INC.** a California corporation (Hereinafter Contractor) and the **CITY OF SALINAS**, a California charter city and municipal corporation (City).

## WITNESSETH

**WHEREAS**, the City and Benitez Security Services Inc. first entered into an Agreement for the Security Services for the Salinas Motel Program formally known as the ARPA/PRK Motel Program (Agreement) effective January 1, 2023, pursuant to which Benitez Security Inc. agreed to act as and provide certain services for compensation; and

**WHEREAS**, the City and Benitez Security Services Inc. entered into Amendment No. 1 to the Agreement to extend funding term through August 31, 2023.

**WHEREAS**, the City and Benitez Security Services Inc. entered into Amendment No. 2 to the Agreement to extend funding term through March 31, 2024

**WHEREAS**, the City and Benitez Security Services Inc. entered into Amendment No. 3 to the Agreement to extend funding term through April 30, 2024

**WHEREAS**, the City and Benitez Security Services Inc. desire to amend the Agreement to extend funding term through June 30, 2024, and to increase the total not to exceed compensation amount by \$159,237 for a total maximum compensation of \$1,065,237.

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

1. Section 3 entitled "Term" is revised to read as follows:

The work under this Agreement shall commence on January 1, 2023, and shall be completed by June 30th, 2024, unless City grants a written extension of time as set forth in Section 2 above. This Agreement may be extended only upon mutual written consent of the parties on a month-to-month basis and may be terminated only pursuant to the terms of this Agreement.

2. First sentence of Section 4 entitled "Payment" is revised to read as follows:

City hereby agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, a total amount of compensation not to exceed one million sixty five thousand two hundred thirty seven dollars and zero cents (\$1,065,237.00).

3. All terms, covenants and conditions stated in the Original Funding Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 which are not herein amended, remain in full force and effect.

**IN WITNESS HEREOF**, the parties have executed this Amendment No. 3 effective as of the date shown above.

City of Salinas	Grantee:
Ву:	By:
Jim Pia, Interim City Manager	Jesus Benitez, Chief Executive Officer
APPROVED AS TO FORM:	
By:	
Christopher A. Callihan, City Attorney	