

**AGREEMENT —AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN KYSMET SECURITY & PATROL INC. AND CITY OF SALINAS**

This Amendment No. 1 to the Agreement for Services (the “Amendment”) is entered into this 23rd day of April 2024, by and between the City of Salinas (the “City”) and Kysmet Security & Patrol Inc., (the “Consultant”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Consultant may be referred to as the “Parties.”

RECITALS

WHEREAS, pursuant to Resolution 22799 (N.C.S), the City and Consultant first entered into an Agreement for Services for Closter Park Security Pilot Program effective September 1, 2023, in an amount not to exceed \$80,000 to which Contractor agreed to provide services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the additional services to be provided by increasing the agreement compensation by \$5,000 for security services at Monte Bella Community Park.

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

TERMS

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

Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Security services for Closter Park and Monte Bella Community Park. Scope of work is further discussed in Attachment B – Scope of Services.

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

City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee in the amount of Twenty-Eight Dollars (\$28) per hour, not to exceed Eighty-Five Thousand Dollars (\$85,000), as more fully described in title of Contractors fee schedule, 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 Contractor’s 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.

3. 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:

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

KYSMET SECURITY & PATROL INC.

Printed name: _____

Title: _____