

## Citiguard Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7814

**THIS FIRST AMENDMENT** to that Agreement for Services #7814 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Citiguard Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 22736 Vanowen Street, Suite 300, West Hills, California 91307 (hereinafter referred to as "Contractor").

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide as-needed and emergency unarmed, uniformed security guard services for locations on the West Slope of El Dorado County pursuant to Agreement for Services #7814, dated June 26, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$60,000, amending **ARTICLE III, Compensation for Services**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #7814 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with the following:

**Unarmed Security Officer:** \$35.00 per hour

**Unarmed Security Officer Holiday\* Rate:** \$52.50 per hour

For the purposes of this Agreement the following holidays shall be recognized and used for any requested holiday work: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The total amount of this Agreement shall not exceed \$141,635, as amended, inclusive of all Work Orders and amended Work Orders, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Contractor shall invoice requesting department individually, at the address referenced in each Work Order.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement or in the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #7814 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #7814 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- CITIGUARD INC. --**

By:           *Sami Nomair*           Dated:           12/22/2023            
Sami Nomair  
Chief Executive Officer  
"Contractor"

By:           *Sami Nomair*           Dated:           12/22/2023            
Sami Nomair  
Corporate Secretary