

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of August 2019, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (City), and American Guard Services, a California corporation (AGS).

RECITALS

City and AGS entered into an Agreement, dated August 15, 2019, for Armed Security Services at City Hall, (Agreement); and

City and AGS now desire to modify the scope of work, therein, by requiring additional services.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. AGS shall provide leased equipment as described in **Attachment A**, attached hereto and incorporated herein by reference.
2. AGS's sole compensation for all leased equipment pursuant to this Amendment shall be a total fee of \$1,480/month or \$17,760/year.
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by City and AGS, dated August 15, 2019, remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

American Guard Services,
a California corporation,

By: _____
Scott L. Mozier, P.E.
Director
Public Works Department

By: _____

Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____

By: _____ Date _____
Brandon M. Collet
Senior Deputy City Attorney

Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

REVIEWED BY:

By: _____ Date _____
Deputy

Robin O'Malley
Facilities Manager

Addresses:
CITY:
City of Fresno
Attention: Debbie Bernard
2101 'G' Street, Bldg. C
Fresno, CA 93706-1620
Telephone: 559-621-1201
FAX: 559-457-1517

AGS:
American Guard Services
Attention: Gerald A. Gregory
Executive Vice President
1125 W. 190th Street
Los Angeles, CA 90248
Telephone: 800-41-1808
E-mail:
igregory@americanguardservices.com

Attachment: Attachment "A"

ATTACHMENT A

ADDITIONAL SCOPE OF SERVICES

First Amendment to Agreement between City of Fresno (City) and American Guard Services (AGS)

Armed Security Guard Services at City Hall

AGS shall lease the following equipment to the City of Fresno for the duration of their Agreement:

One (1) Baggage Scanner, Smith's Detection HI-SCAN 755i

Two (2) Walk-through Magnetometers, L3 Security Protocol PD 6500i

Four (4) Hand Helds, Garrett Super Scanner V

AGS shall provide equipment meeting or exceeding the equivalent characteristics and specifications of the above listed models. AGS shall provide this equipment during their three-year contract with two one-year options. The equipment lease shall include all regular maintenance and upkeep of the equipment.