

**FIRST AMENDMENT
TO AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
GRINNELL CORPORATION**

THIS FIRST AMENDMENT to the existing Agreement [initially entered into on the 20th day of June, 2000], is made and entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called "COUNTY" and GRINNELL CORPORATION, hereinafter called "CONTRACTOR."

WHEREAS, the parties have previously entered into an Agreement for provision of maintenance services for the security and life safety alarm system in the Maguire Correctional Facility; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the existing Agreement is hereby amended, by reference to Section of the original Agreement and Exhibit A, as follows:

AGREEMENT

1. Existing Section 2, PAYMENTS, of the existing Agreement is replaced in entirety with the following:

2. **Payments**

In consideration of the services rendered by the Contractor, County will pay Contractor for such services in accordance with the schedule of charges set forth as described in Exhibit "A", attached hereto and incorporated by reference herein. Payments for service in any one County fiscal year shall not exceed \$164,000.

2. Existing Section 7, Contract Term, of the existing Agreement is replaced in entirety with the following:

7. **Contract Term**

This Agreement shall be in effect from July 1, 2000 through June 30, 2003.

3. Section 11, Non-Disrimination, is added to the existing Agreement to read as the following:

11. **Non-Discrimination**

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii)

disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant; a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits Contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

EXHIBIT A

1. Existing Section 3, TERM AND METHOD OF PAYMENT, of the existing Exhibit A, is replaced in entirety with the following:

III. TERM AND METHOD OF PAYMENT

Notwithstanding any other provisions in this Agreement, the total cost for Contractor's services under this Agreement shall not exceed the sum of **\$416,000**. Contractor shall submit a monthly invoice after services are rendered with the Agreement number on the invoice. Contractor hereby agrees to perform the above-specified work monthly. The payments to Contractor shall be made through County's normal processes, after monthly services are rendered and upon receipt and approval by County. Each monthly payment is approximately \$10,500 for preventative maintenance of the security systems.

This Agreement shall be in effect from July 1, 2000 through **June 30, 2003**. This Agreement may be terminated by the County or by Contractor upon sixty calendar days advance written notice. In such event, the Contractor shall be compensated for services completed to the date of termination together with such additional services performed after termination which are authorized by County to complete the work performed to date of termination.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO
*A Political Sub-division of the
State of California*

By: _____
Jerry Hill, President
Board of Supervisors, County of San Mateo

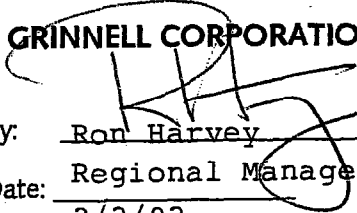
Date: _____

ATTEST:

Clerk of the Board of Supervisors, County of San Mateo

Date: _____

GRINNELL CORPORATION

By:  _____
Ron Harvey Regional Manager
Date: Regional Manager San Francisco Region
2/2/02

Tax I.D. Number: 58-2608861