

AMENDMENT NO. ONE

TO:

**AGREEMENT WITH PINKERTON SECURITY AND INVESTIGATION SERVICES FOR
SECURITY SERVICES**

This is the first amendment to the existing Agreement between the County of San Mateo, hereinafter called "County" and Pinkerton Security Services, hereinafter called "Contractor" as executed June 27, 2000, pursuant to Board Resolution No. 63751:

WITNESSETH:

WHEREAS, the parties entered into an Agreement for security services on June 27, 2000, including perimeter and facility security for the San Mateo County Health Center, San Mateo County Government Center, and at additional selected County facilities throughout the County, and it is now necessary and desirable that the existing Agreement between County and Contractor be amended; and

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services for any County operation;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT THE AGREEMENT IS AMENDED, AS FOLLOWS:

Agreement No. 63751, Dated June 27, 2000

Section I: Section 2. of the Agreement is hereby amended to read as follows:

"2. Payments

a. Maximum Amount. *In full consideration of Contractor's performance of the services described in Schedules A through A-5, and as itemized in Schedule B and revised June, 2002 Schedule Amendment B-1 and B-2 for the term extension, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed \$4,363,460 for the original contract term beginning July 1, 2000 and ending June 30, 2002, and \$7,326,002 for the amended additional term beginning July 1, 2002 and ending June 30, 2005, provided that of the latter amended additional term maximum, \$1,038,764 represents site services which are not currently utilized and whose possible future utilization is solely at County discretion. Said maximum amounts are based on site-by-site requirements and cost estimates as specified in the various Schedules of the original Agreement, and revised June 2002 Schedules of this Amendment, plus a 5% contingency factor to be used solely at County's discretion.*

- b. Rate of Payment. *The rate and terms of payment shall be as specified in Schedule B and revised June 2002 Schedule Amendment B-1 and Schedule Amendment B-2, attached hereto and incorporated herein. In no event may the rates established in original Schedule B be increased to the extent that the maximum County obligation for the period of July 1, 2000 to June 30, 2002 shall exceed the totals specified in original Schedule B. In no event may the rates established in revised June Schedule Amendment B-1 and B-2 be increased to the extent that the maximum County obligation of \$7,326,002 for the amended period of July 1, 2002 to June 30, 2005 be exceeded. Each payment under this Agreement shall be conditioned on the performance of services described in the various Schedules herein to the full satisfaction of County."*

Section II: Existing Section 6. of the Agreement is hereby deleted, and replaced in entirety with the following new Section 6. language:

6. 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 may subject the Contractor to penalties, to be determined by the Sheriff, 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 Sheriff.

To effectuate the provisions of this paragraph, the Sheriff shall have the authority to: i) examine Contractor's employment records for Contractor's employees working at County sites under this Agreement, with respect to compliance with this paragraph; ii) set off all or any portion of any penalty amount described in this Section against amounts due to Contractor under the Contract.

Contractor shall report to the Sheriff any complaint of discrimination by Contractor sustained within the State of California by the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days. Such notification to County shall include the name of the complainant, a copy of such sustained complaint, including investigating agency findings, and a description of

the circumstance and of Contractor's written and filed response. This requirement pertains to sustained complaints specifically against Contractor, and is exclusive of complaints against other clients of Contractor, at whose facilities Contractor may have placed security personnel, wherein Contractor is not involved in the alleged discriminatory practices or, if included in the complaint, is not found to have discriminated insofar as Contractor's own corporate personnel policies and practices.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which requires that, for employees working within San Mateo County, Contractor offer or provide employee benefits at the same terms, rates and conditions to an employee with a domestic partner, as are offered or provided to an employee with a spouse. "

Section III: Section 12. of the Agreement is hereby amended as follows:

12. Term of the Agreement

The following shall be substituted for the first sentence of this Section:

"Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2000 through June 30, 2005."

Section IV: In all other terms and particulars, the Agreement between County shall remain unchanged.

Schedule A

Section V: Section K-1 is hereby amended as follows:

The following shall be added after the third sentence of this Section:

"As provided for in Schedule Amendment B-1, for the period of July 1, 2002 through June 30, 2005, the County's payment to Pinkerton for Contractor's Security Officer Health and Medical Benefit Package supplemental expenses shall not exceed \$100 biweekly for health, and \$10 biweekly for dental benefits. If Contractor's employee's actual costs should exceed these County obligation limits, the difference between the County obligation limits and Contractor's employee's actual costs shall, at Contractor's discretion, either be borne directly by Contractor, or by Contractor employee's through payroll deduction, for those employee's electing benefits coverage, or some combination thereof. Provision and administration of health benefits to employees is strictly and solely the responsibility of Contractor."

Section VI: Section K-3 is hereby amended as follows:

The following shall be added after the first sentence of this Section:

“Contractor will provide each Security Officer with ten days of paid vacation per Security Officer with one (1) year of continuous service. County will reimburse Contractor cost of five days of said ten days of paid vacation. Contractor will also provide an additional one (1) day of paid vacation per Security Officer for every year of additional continuous service, up to a maximum of fifteen total days paid vacation following six years of continuous service at County site. County will reimburse Contractor for cost of said additional days of vacation, up to a maximum total reimbursement for ten days of paid vacation per tenure-qualified Contractor’s employee.”

Schedule A-1

Section VII: Section I-A. of Schedule A-1 is hereby amended as follows:

Following the existing staffing schedule in Section 1.-A., the following sentence is added:

“This schedule may be amended at County’s sole discretion, on either a temporary or permanent basis, to add or delete fixed or roving shifts as required to meet County’s Government Center security requirements, through notification to Contractor’s designated San Mateo County branch office representative.”

Section VIII: A new Section II-A. is added following existing Section I-C., as follows:

A. Branch Court Security

At County’s discretion, under direction from the Sheriff and the Courts, Contractor perimeter security guard services may be added at the Superior Court Northern Branch facility or other branch facilities, on a short notice basis. Contractor shall promptly respond by securing and providing the appropriate trained Security Officers and Supervisors on a timely basis, as directed by the Sheriff. If said direction to provide additional Branch Court security is provided to Contractor, County shall subsequently undertake to amend this existing Agreement on a timely basis, to provide for appropriate security staffing, scheduling, and Contractor payments associated with said action.”

Schedule A-2

Section IX: A new Section III. of Schedule A-2 is added after existing Sections I and II, as follows:

“III. 550 Quarry Road, San Carlos – Employment Services

A. Staffing Assignments

Security Officer	Day	Swing	Midnight	Weekly
Monday through Friday	0800 – 1700			40
Tuesday and Thursday		1700 - 2000		6

B. Specific Facility Service Requirements

Security Officers shall observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required. Security Officers shall detain persons attempting to gain unauthorized access. Security Officers shall be available to monitor child/parent visitations and other client related interactions as needed.

Security Officers shall be stationed at 550 Quarry Road and conduct roving patrols of the building as well as the surrounding parking lot area on a routine basis. Security Officers shall provide escort services as well as assistance during supervised parental visits to individuals requesting the service.

Security Officers shall conduct the preliminary investigation for staff, provide liaison with local police department on criminal matters, i.e., thefts, etc.

Security Officers shall be familiar with the Agency’s Emergency Response Plan as well as lock/unlock buildings as requested.

Security Officers shall respond to all pages on the Contractor-provided pager.”

Section X: A new Section IV. of Schedule A-2 is added after new Section III, as follows:

“IV. 92nd Street, Daly City – Human Services Agency, Northern Regional Office

A. Staffing Assignments

Security Officer	Day	Swing	Midnight	Weekly
Monday through Friday	0800 – 1700			40

B. Specific Facility Service Requirements

Security Officers shall observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required. Security Officers shall detain persons attempting to gain unauthorized access. Security Officers shall be available to monitor child/parent visitations and other client related interactions as needed.

Security Officers shall be stationed at 92nd Street and conduct roving patrols of the building and surrounding parking lot area on a routine basis. Security Officers shall provide escort services as well as assistance during supervised parental visits to individuals requesting the service.

Security Officers shall conduct the preliminary investigation for staff, provide liaison with local police department on criminal matters, i.e., thefts, etc.

Security Officers shall be familiar with the Agency's Emergency Response Plan as well as lock/unlock buildings as requested.

Security Officers shall respond to all pages on the Contractor-provided pager."

Section XI: A new Section V. of Schedule A-2 is added after new Section IV, as follows:

"V. Children's Receiving Home – Central"

** Optional Service – may or may not be continued on or after July 1, 2002, at County discretion.*

A. Staffing Assignments

Security Officer	Day	Swing	Midnight	Weekly
Monday through Friday		1700 - 2400	2400 - 0800	75
Saturday and Sunday	0800 - 1600	1600 - 2400	2400 - 0800	48

B. Specific Facility Service Requirements

Security Officers shall observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required. Security Officers shall detain persons attempting to gain unauthorized access.

Security Officers shall be stationed at the Receiving Home and conduct roving patrols of the building and outside perimeter on a routine basis.

Security Officers shall conduct the preliminary investigation for staff, provide liaison with local police department on criminal matters, i.e., thefts, etc.

Security Officers shall be familiar with the Agency's Emergency Response Plan as well as lock/unlock buildings as requested.

Security Officers shall respond to all pages on the Contractor-provided pager."

Schedule A-3

Section XII: Section I-A. of Schedule A-3 (staffing schedule table) is hereby amended as follows:

- The "Site Manager" line is deleted.
- The "Operations Officer" title is changed to "Operations Lieutenant"
- The "Security Officer (ER)" title is changed to "Security Officer (PES/ER)", and the "Security Officer (PES)" title is changed to "Security Officer (Wards)"
- The two lines for "Security Officer (A&B)" are deleted

Section XIII: Section I-E. is hereby deleted in entirety.

Section XIV: Section III-A. of Schedule A-3 (staffing schedule table) is hereby amended as follows:

- The "Security Officer - Day" hours are revised to read: "0730-0630"
- The "Security Officer - Swing" hours are deleted
- Total weekly hours shall be "40"

Schedule A-5 of Agreement No. 63751, Dated June 27, 2000

Section XV: a new Section II. of Schedule A-5 is added after existing Section I, as follows:

"A. Half Moon Bay Airport, Highway One, Moss Beach

At County's discretion, under direction from the Sheriff and the Airports Site Manager, Contractor perimeter security guard services may be added at the Half Moon Bay Airport, consisting of a 4-day Patrol and a 3-day Patrol beats, for a total of 70 hours per week, on a short notice basis. Contractor shall promptly respond by securing and providing the appropriate trained Security Officers and Supervisors on a timely basis, as directed by the Sheriff. Service requirements of Security Officers at this location shall be similar in nature and scope to duties specified for San Carlos Airport personnel in Section I-B."

Section XVI: In all other terms and particulars, Schedules A, A-1, A-2, A-3, A-4, and A-5 to the Agreement between County and Contractor shall remain unchanged.

Schedule B

Section XVII: Schedule Amendment B-1 (Averaged Officer Hourly & Contract Billing Rate Schedule, FY 2002 to 2005) and Schedule Amendment B-2 (Annual Cost Estimates By County Agency for Three-Year Period 7/1/02 - 6/30/05) are hereby incorporated as Schedules to this Agreement and shall reflect the amended hourly,

weekly and annual assignments and cost schedules for Contractor's services to County for the period of this Amendment, namely July 1, 2002 through June 30, 2005

Section XVIII: A new Section "F" is added to Schedule B following existing Section E, as follows:

"F. Invoice Adjustments

County reserves the right to make manual adjustments to Contractor's written invoices, for any and all corrections involving Contractors' billed staff, billed hours, benefits costs, overtime vs. straight pay, or any other appropriate invoice corrections, and to make payment to Contractor based on said manually adjusted invoice. Contractor agrees to make prompt adjustments, in a clearly distinguishable manner, for said corrections on the next available invoice cycle."

Section XIX: In all other respects, Schedule B to the Agreement between County and Contractor shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their signatures:

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

**PINKERTON SECURITY & INVESTIGATION
SERVICES**

By: _____

Title: _____

Date: _____

APS - PINKERTON CONTRACT		SCHEDULE AMENDMENT B-1					
Averaged Officer Hourly Rate Calculation		FY 2002 to 2005					
Two Year Guaranteed Rate - 7/1/ 2002 - 6/30/2004; for final year ending 6/2005, rates shall not be increased greater than the 2004 Bay Area Consumer Price Index - AUC, or 3%, whichever is less.							
POSITION	Entry	x 6.5 or 13	90-Day	X 6.5 Per	Merit	X 13 Per	Total Y1&2
Sec Officer - Starting	\$12.22	\$79.43	\$12.67	\$82.36	\$13.12	\$170.56	\$12.78
Sec Officer - Hosp/Airport	\$14.02	\$182.26	N/AP	---	\$14.43	\$187.59	\$14.23
Security Supervisor	\$14.43	\$187.59	N/AP	---	\$14.85	\$193.05	\$14.64
POSITION	Entry	X 13 Per	Merit	X 13 Per	Total Y1&2		
Security Sergeant	\$15.26	\$198.38	\$15.93	\$207.09	\$15.60		
Operations Lieutenant	\$17.50	\$227.50	\$18.00	\$234.00	\$17.75		

APS - PINKERTON CONTRACT		SCHEDULE AMENDMENT B-1					
Averaged Contract Billing Rate Calculation		FY 2002 to 2004					
Two Year Guaranteed Rate - 7/1/ 2002 - 6/30/2004; for final year ending 6/2005, rates shall not be increased greater than the 2004 Bay Area Consumer Price Index - AUC, or 3%, whichever is less.							
POSITION	Entry	x 6.5 or 13	90-Day	X 6.5 Per	Merit	X 13 Per	Total Y1&2
Sec Officer - Starting	\$20.16	\$131.04	\$20.88	\$135.72	\$21.60	\$280.80	\$21.06
Sec Officer - Hosp/Airport	\$23.03	\$299.39	N/AP	---	\$23.69	\$307.97	\$23.36
Security Supervisor	\$23.69	\$307.97	N/AP	---	\$24.35	\$316.55	\$24.02
POSITION	Entry	X 13 Per	Merit	X 13 Per	Total Y1&2		
Security Sergeant	\$25.01	\$325.13	\$26.08	\$339.04	\$25.55		
Operations Lieutenant	\$28.40	\$369.20	\$29.15	\$378.95	\$28.78		