

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

THIS SECOND AMENDMENT to the existing Agreement [initially entered into on the 20th day of June, 2000], is made and entered into this _____ day of _____, 2003, 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

WHEREAS, both parties have amended the Agreement extending the term to June 30, 2003 and increasing the contract maximum by \$164,000 from \$252,000 to \$416,000; and

WHEREAS, both parties to this Agreement find it necessary and desirable to make further modifications by providing for an extension of the Agreement for an additional six (6) month period and increase the contract maximum by \$110,000 from \$416,000 to \$526,000; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement is hereby further amended as follows:

1. Section 7, Contract Term, as amended by Amendment No. 1 is further amended to read as follows:

7. **Contract Term and Termination.**

This Agreement shall be in effect from July 1, 2000 through **December 31, 2003**. The Agreement may be terminated by the County or by Contractor upon **thirty** 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.

2. Section III of Exhibit A, as amended by Amendment No. 1, is further amended to read as follows:

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 **\$526,000**. Contractor shall be paid the basic rate of \$10,500 for basic service, and shall be paid for extra services pre-authorized by County according to the rates set forth in section I.L.(b) of this Exhibit. Contractor shall submit a monthly 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.

3. All other provisions of the agreement, and the first amendment thereto, shall remain in full force and effect.

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: _____
Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of the Board of Supervisors, County of San Mateo

Date: _____

GRINNELL CORPORATION
By:  **RONALD HARVEY**
Regional Manager
Date: 4-14-03 "Central Pacific Region"