## **AMENDMENT NO. TWO**

#### TO:

# AGREEMENT WITH PINKERTON SECURITY AND INVESTIGATION SERVICES FOR SECURITY SERVICES

This is the second 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, and as amended on August 6, 2002, by Amendment No. 1, Board Resolution No. 65483:

### 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

WHEREAS, the parties did amend said Agreement in Amendment No. 1, on August 6, 2002, and it is now necessary and desirable that the existing Agreement between County and Contractor be further 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 FURTHER AMENDED, AS FOLLOWS:

## Agreement No. 63751, Dated June 27, 2000, as Amended August 6, 2002

<u>Section I:</u> The first sentence of Section 2.a (Payments – Maximum Amount) of the Agreement is hereby amended to read as follows:

"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 \$7,544,593 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. "

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<u>Section II:</u> The third sentence of Section 2.b (Payments – Rate of Payment) of the Agreement is hereby amended to read as follows:

"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 \$7,544,593 for the amended period of July 1, 2002 to June 30, 2005 be exceeded."

<u>Section III:</u> In all other terms and particulars, the Agreement between County shall remain unchanged from the original Agreement and Amendment No.1.

## Schedule A-2

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

## "VI. <u>245 South Airport Boulevard, South San Francisco –</u> PeninsulaWorks @ Ramada Inn

A. Assignments

Security OfficerDaySwingMidnightWeeklyMonday through Friday0830 – 173040

# B. <u>Specific Facility Service Requirements</u>

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 245 So. Airport Boulevard, South San Francisco, and conduct roving patrols of the facility (known as PeninsulaWorks Suites A, B, C, D, E, F, G, H, and the parking structure) 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

<u>Section V:</u> Existing Section III. of Schedule A-3 is replaced in its entirety with the following amended Section III:

## "III. 2415 University Avenue, East Palo Alto

## A. <u>Assignments</u>

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

## B. <u>Specific Facility Service Requirements</u>

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 2415 University Avenue, East Palo Alto 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."

NOTE: Costs for this service are shared on a 50% / 50% basis between the County Health Services Agency and the County Human Services Agency.

<u>Section Vi:</u> In all other respects, Schedules A-1 through A-5 to the Agreement between County and Contractor shall remain unchanged from the original Agreement and Amendment No.1.

## Schedule B

Section VII: Existing Schedule Amendment B-2 (Annual Cost Estimates By County Agency for Three-Year Period 7/1/02 – 6/30/05) is replaced in its entirety with Revised Schedule Amendment B-2, which is attached and is hereby incorporated as an updated Schedule B-2 to this Agreement, and shall reflect the amended weekly and annual assignments and cost schedules for Contractor's services to County for the period of this Amendment.

<u>Section VIII:</u> In all other respects, Schedules B-1 and B-2 to the Agreement between County and Contractor shall remain unchanged from the original Agreement and Amendment No.1.

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

	COUNTY OF SAN MATEO
	By: President, Board of Supervisors
	Date:
ATTEST:	•
Clerk of Said Board	<u> </u>
Date:	<del></del>
	PINKERTON SECURITY & INVESTIGATION SERVICES
	By:
	Title: Acea Vice President
	Date: <u>6/6/03</u>