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# FIRST AMENDMENT

## TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE U.S. SECURITY ASSOCIATES, INC.

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**THIS FIRST AMENDMENT** to the existing Agreement, originally entered into on July 1, 2005, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the **COUNTY OF SAN MATEO**, hereinafter called "County," and **U.S. SECURITY ASSOCIATES**, hereinafter called "Contractor."

### WITNESSETH:

**WHEREAS**, the parties previously entered into an Agreement [Resolution No. 67392] with Contractor's predecessor in interest on June 21, 2005, for provision of security guard services for San Mateo County facilities until June 30, 2008, which agreement was assigned to Contractor on January 24, 2006, (Resolution No 67789) ; and

**WHEREAS**, it is now the mutual desire and intent of the parties to make further modifications and amendments to this Agreement increasing the amount of the contract by \$7,970,926, from \$10,505,402 to \$18,476,328 and increasing the term of the agreement by two years to June 30, 2010;

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES** that the Agreement is hereby amended, by reference to sections of the original Agreement and Exhibits, as follows:

1. Subsection A of Section 3. Payments, of the Agreement is hereby amended to read as follows:

3. PAYMENTS.

A. Maximum Amount.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B, as adjusted per section 4 of the Agreement.

This County's maximum fiscal obligation under this Amended Agreement shall not exceed:

- \$3,060,650 for the first 12 months (July 1, 2005 - June 30, 2006) of the contract term;
- \$3,649,234 for the second 12 months (July 1, 2006 – June 30, 2007) of the contract term;
- \$3,795,518 for the third 12 months (July 1, 2007 – June 30, 2008) of the contract term;
- **\$3,920,770 for the fourth 12 months (July 1, 2008 – June 30, 2009) of the contract term; and**

- **\$4,050,156 for the fifth and final 12 months (July 1, 2009 - June 30, 2010) of the contract term.**

Said amounts are based on site-by-site requirement and cost estimates as specified in Exhibits A and B of this Agreement, plus a 5% contingency factor which shall only be utilized at County's discretion. However, in no event shall the expenditure of the contingency funds cause the county's maximum fiscal obligation to exceed **\$18,476,328**.

2. Section 4. Term and Termination, of the Agreement is hereby amended to read as follows:

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from JULY 1, 2005 through JUNE 30, **2010**.

Notwithstanding any other provision for termination for cause stated elsewhere in this Agreement, this Agreement may be terminated by Contractor or County without cause at any time, upon sixty (60) days written notice to the other party.

3. Section 15. Notices, of the Agreement is hereby amended to read as follows:

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of the County:

San Mateo County Sheriff's Office  
ATTN: **Greg Munks, Sheriff**  
400 County Center  
Redwood City, CA 94063

Or to such person or address County may, from time to time, furnish to Contractor.

In the case of the Contractor:

**U.S. Security Associates, Inc.**  
**425 Harbor Blvd., Suite A**  
**Belmont, CA 94002**

With a copy to:

**U.S. Security Associates, Inc.**  
**200 Mansell Court, Fifth Floor**  
**Roswell, GA 30076**  
**ATTN: Legal Department**

Or to such person or address Contractor may, from time to time, furnish to County.

4. These amendments are hereby incorporated and made a part of the original Agreement and subject to all provisions therein.

**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: \_\_\_\_\_  
President, Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Clerk of Said Board

**U.S. SECURITY ASSOCIATES, INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
*Printed Name*

Date: \_\_\_\_\_