

**SECOND AMENDMENT TO THE AGREEMENT
FOR SECURITY SERVICES BETWEEN THE CITY OF SAN JOSE AND FIRST
ALARM SECURITY & PATROL, INC.**

This Second Amendment to the Agreement for Security Services is entered into as of June 12, 2012, by the City of San Jose ("City") a municipal corporation, and First Alarm Security & Patrol, Inc, a California Corporation ("Contractor").

RECITALS

WHEREAS on April 1, 2008, City and Contractor entered into an agreement entitled "Agreement for Security Services between the City of San Jose and First Alarm Security and Patrol , Inc. ("Agreement"); and

WHEREAS on July 1, 2010, City executed the First Amendment to the Agreement to add security services at the St. James Park Community Center, change the required number of guard service hours at the Airport, and change the amount of maximum compensation to reflect the amended service requirements;

WHEREAS on February 17, 2012 the City executed an Addendum of Minor Contract Amendment to add sub sections 2.17 through 2.21 to Exhibit A, Section VI, "Airport Scope of Work" to add curbside services, curb monitoring services, pedestrian flow, and customer service assistance;

WHEREAS, on June 19, 2012, 2012 the City Council authorized the City Manager to execute the Second Amendment to the Agreement to further expand Airport curbside Security Officer duties from one shift to three shifts, add parking citation issuance to their responsibilities, and increase the amount of maximum compensation payable under the agreement for these additional services,

NOW THEREFORE, the parties agree to amend the Agreement as follows:

- 1 Exhibit A, Section VI "Airport Scope of Work" as amended by Minor Contract Amendment executed on February 17, 2012 is further amended to add the following sub sections:
 - 2.22: Security Officers, who have been duly authorized and appointed, shall issue citations for violations of Airport parking and pedestrian rules and regulations and to manage and enforce curbside and parking operations at the Airport, as authorized by the City.
 - 2.23 All Security Officers shall attend and pass a City approved training program on Airport parking and traffic rules and regulations and citation issuance prior to being authorized and appointed to issue citations
- 2 Section 5, of the Agreement entitled "Compensation" is amended to read as follows: "City shall pay Contractor an amount not to exceed \$2,042,718 for Contractor's services and

reimbursable expenses, if any. The terms, rate and schedule of payment are set forth in the attached Fourth Revised Exhibit B, entitled, "Compensation".

3 Section 1 of Fourth Revised Exhibit B "Compensation" amended to read as follows:

1.1 City shall compensate Contractor on a monthly basis for Security Services designated in Exhibit A, "Scope of Work".

CITY DEPARTMENT	HOURLY RATE	MONTHLY CHARGE	ANNUAL CHARGE
1. Airport	\$19.57	\$66,074.00	\$792,888.00
2. City Hall & Central Yard (General Services)	\$27.54	\$4,023.00	\$48,278.00
3. Department of Transportation (DOT)	\$27.54 Patrol \$19.18 Guard	\$27,623.00	\$331,470.00
4. Parks Recreation Neighborhood Services (PRNS)	\$19.18	\$5,816.00	\$69,797.00
5. One Stop (Work2Future)	\$19.18	\$3,773.00	\$45,275.00
Sub-Total		\$107,309.00	\$1,287,708.00
10% Supplemental Expenditure			\$128,770.00
Amount Estimated for Additional Traffic Control and Parking Enforcement			\$626,240.00
Maximum Compensation (Option 4)			\$2,042,718.00

NOTE: Supplemental dollars calculated at 10% for each City Department.

1.2 The following rates are for additional/supplemental work assignments authorized by each City department.

JOB CLASSIFICATION	STRAIGHT TIME HOURLY RATE	OVERTIME HOURLY RATE	HOLIDAY HOURLY RATE
Guard – Supervisor	\$24.84	\$34.28	\$34.28
Patrol Guard	\$27.54	\$38.01	\$38.01
Guard	\$19.18	\$26.46	\$26.46
Airport Guard	\$19.57	27.00	\$27.00
Airport Guard (Code Orange)	\$27.00	\$27.00	\$27.00
Airport Guard (Code Red)	\$27.00	\$27.00	\$27.00
Alarm Response	\$36.05	N/A	N/A

1.3 All work related to Traffic and Parking Control at the Airport shall be considered as “supplemental work” and shall be invoiced by Contractor in arrears on a time and material basis for actual hours worked at the hourly rates specified in the table above.

4 All of the terms and conditions of the original Agreement not modified by this Second Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

APPROVED AS TO FORM:

City of San José
a municipal corporation

Senior Deputy City Attorney

By _____
Name: Mark Giovannetti
Title: Purchasing Officer
Date: _____

FIRST ALARM SECURITY & PATROL INC.
A CALIFORNIA CORPORATION

By _____
Name: Cal Horton
Title: President
Date: _____