

**AMENDMENT NO. 2 TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
ANI PRIVATE SECURITY AND PATROL, INC.
FOR
SECURITY SERVICES**

This **Amendment No. 2** ("Amendment") is made by and between the City of San Leandro ("City") and ANI Private Security and Patrol, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of November 1, 2022 and amends that certain Non-Professional Services Agreement ("Agreement") dated July 1, 2022, between the Parties.

WHEREAS, City and Contractor executed the Agreement pursuant to which Contractor provided event security services on an as need basis at the Marina Community Center and the Senior Community Center during paid rental events; front desk security services at San Leandro City Hall; and

WHEREAS, due to safety concerns experienced and expressed by City staff located at the San Leandro Senior Community Center, additional security services are to be implemented immediately; and

WHEREAS, due to safety concerns experienced and expressed by City staff located at the San Leandro Family Aquatics Center, additional security services are to be implemented during weekend and holiday Recreational Swim; and

WHEREAS, the Parties desire to amend the Agreement to update the Scope of Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Exhibit A of the Agreement entitled "Scope of Services" is hereby amended to include the following:

Contractor will also provide security services at the San Leandro Family Aquatic Center, during weekend Recreational Swim and holidays, from 12:45 PM to 5:15 PM. Contractor shall provide two security officers for requested business hours. Contractor is responsible for reporting to the Aquatics staff during hours of service. Contractor shall ensure all security staff are properly trained and briefed prior to assuming role on property.

Expectations of security officer assigned to the San Leandro Family Aquatics Center include:

- Monitoring entrances/exits, outside perimeter of the facility, and the parking lot.
- Greeting, checking in, directing all visitors, and consulting with onsite supervisor for updates and guidance as needed.
- Enforcing protocols or rules in place.
- Monitoring visitors for suspicious or unsafe behavior.
- Responding to disruptive situations that may arise.
- Remaining professional at all times. No smoking, sleeping, reading, horseplay, or using cell phones, mp3 players, or other electronic devices.
- Checking in regularly with staff.

2. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to add San Leandro Senior Community Center and San Leandro Family Aquatics Center as attached hereto and incorporated herein by reference; and
3. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

ANI PRIVATE SECURITY AND PATROL, INC.

Frances Robustelli, City Manager

Kamorudeen S. Animashaun, President

Attest:

Kelly B. Clancy, Acting City Clerk

Approved as to Fiscal Authority:

Michael Yuen, Finance Director

010-61-025-5890
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Ely Hwang, Recreation and Human Services Manager

EXHIBIT A

SCOPE OF SERVICES

Contractor will provide event security services on an as need basis at the Marina Community Center and the Senior Community Center during paid rental events. Contractor shall provide two security officers during each hour of requested service. Service requests will be made on a monthly basis and amendments to requests will be made as applicable. Contractor is responsible for reporting to the Recreation Division staff and supervisors during hours of service. Contractor shall ensure all security staff are properly trained and briefed prior to assuming role on property.

Expectations of security officers for event security services include:

- Signing in with the facility staff.
- Establishing contact with the event host.
- Monitoring all entrances and exits, making sure they are clear of furniture, stereo equipment, or other obstructions.
- Regulating alcohol use and consumption. Hard alcohol is never allowed. Beer and wine is allowed and must be kept in the room of the event. Alcoholic beverages are not allowed in public spaces such as hallways, patios, and restrooms.
- Enforcing all room capacities.
- Monitoring guests for suspicious or unsafe behavior and unsupervised children.
- Regular patrol the room that is being rented, as well as the hallways, kitchen, restrooms, outside patios, and parking lot.
- Making sure all fire lanes are clear.
- Do not allow crowds to form in front of building entrances.
- Remaining professional at all times. No smoking, sleeping, reading, horseplay, or using cell phones, mp3 players, or other electronic devices.
- Checking in regularly with facility staff and main event host.

Contractor will also provide front desk security services at San Leandro City Hall. Contractor shall provide one security officer for requested business hours. Contractor is responsible for reporting to the Human Resources Department during hours of service. Contractor shall ensure all security staff are properly trained and briefed prior to assuming role on property.

Expectations of security officer assigned to City Hall include:

- Monitoring entrances/exits.
- Greeting, checking in, and directing all visitors, providing customer service.
- Enforcing protocols or rules in place.
- Monitoring visitors for suspicious or unsafe behavior.
- Responding to disruptive situations that may arise.
- Remaining professional at all times. No smoking, sleeping, reading, horseplay, or using cell phones, mp3 players, or other electronic devices.
- Checking in regularly with staff.

Contractor will also provide security services at the San Leandro Senior Community Center, Monday through Friday, from 8:30 AM to 5:00 PM. Contractor shall provide one security officer for requested business hours. Contractor is responsible for reporting to the Senior Services/Customer Service staff during hours of service. Contractor shall ensure all security staff are properly trained and briefed prior to assuming role on property.

Expectations of security officer assigned to the San Leandro Senior Community Center include:

- Monitoring entrances/exits, outside perimeter of the facility, and City-shared portion of the parking lot.
- Greeting, checking in, directing all visitors, and consulting with onsite supervisor for updates and guidance as needed.
- Enforcing protocols or rules in place.
- Monitoring visitors for suspicious or unsafe behavior.
- Responding to disruptive situations that may arise.
- Remaining professional at all times. No smoking, sleeping, reading, horseplay, or using cell phones, mp3 players, or other electronic devices.
- Checking in regularly with staff.

Contractor will also provide security services at the San Leandro Family Aquatic Center, during weekend Recreational Swim and holidays, from 12:45 PM to 5:15 PM. Contractor shall provide two security officers for requested business hours. Contractor is responsible for reporting to the Aquatics staff during hours of service. Contractor shall ensure all security staff are properly trained and briefed prior to assuming role on property.

Expectations of security officer assigned to the San Leandro Family Aquatics Center include:

- Monitoring entrances/exits, outside perimeter of the facility, and the parking lot.
- Greeting, checking in, directing all visitors, and consulting with onsite supervisor for updates and guidance as needed.
- Enforcing protocols or rules in place.
- Monitoring visitors for suspicious or unsafe behavior.
- Responding to disruptive situations that may arise.
- Remaining professional at all times. No smoking, sleeping, reading, horseplay, or using cell phones, mp3 players, or other electronic devices.
- Checking in regularly with staff.

Contractor shall provide all management, training, supervision, materials, supplies, and equipment and shall plan, schedule, coordinate, and assure effective and professional performance of all services as described.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Event Security Services:

Two (2) uniformed officers requested per event

Rate: \$32.00/per guard hour

Rate to include all Federal and State taxes, employee benefits, and personnel costs for security staff

Minimum: 4 guard hours

City Hall Security Services.

One (1) uniformed officer requested during business hours

Rate: \$33.50/per hour for assignment of Douglas James only, with the understanding that Mr. James' will receive a wage increase of \$1.00/per hour

\$32.00/per hour for any other assigned guard

Rate to include all Federal and State taxes, employee benefits, and personnel costs for security staff

Minimum: 4 guard hours

San Leandro Senior Community Center Security Services.

One (1) uniformed officer requested during business hours

Rate: \$32.00/per guard hour

Rate to include all Federal and State taxes, employee benefits, and personnel costs for security staff

Minimum: 4 guard hours

San Leandro Family Aquatics Center Security Services:

Two (2) uniformed officers requested during weekend and holiday Recreational Swim hours

Rate: \$32.00/per guard hour

Rate to include all Federal and State taxes, employee benefits, and personnel costs for security staff

Minimum: 4 guard hours

Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City.