

**AMENDMENT**  
**Modifying Agreement,**  
**Dated as of May 5, 2020, as Amended (the "Agreement"),**  
**Between**  
**Rapid City Public Library Board of Trustees ("Client")**  
**and Securitas Security Services USA, Inc. ("Company")**

**Amendment Effective Date: May 18, 2020**

1. Commencing on the Amendment Effective Date (or other mutually agreed date), Company will provide certain special entry screening services (the "Entry Screening Services") under the Agreement. The Entry Screening Services are more fully described in Attachment A to this Amendment.
2. As partial consideration for the Entry Screening Services, to the maximum extent permitted by applicable law, Client will defend and indemnify Company against any claim, loss, damage, injury or expense (including, but not limited to, attorneys' fees and costs of suit) arising from, related to, or in connection with the Entry Screening Services, except to the extent the claim, loss, damage, injury or expense is caused by the negligence or willful misconduct of Company.
3. Standard, traditional force majeure concepts apply under the Agreement.
4. In the event of any difference between this Amendment and the Agreement, this Amendment will control; except as modified by this Amendment, all terms of the Agreement remain in full force.

Rapid City Public Library Board of Trustees

Securitas Security Services USA, Inc.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**  
**Entry Screening Services**

Site(s): Rapid City Public Library,

The box(es) of the particular Entry Screening Services to be provided at Client's site(s) are checked below:

**Questionnaire Screening**

1. Client, in its sole discretion, has developed a process to implement additional access control requirements involving Client-developed screening questions in the form of a questionnaire.
2. Client has provided the questionnaire to Company and asked Company to deliver the questionnaire to all employees and/or visitors (collectively, "Visitors") to Client's site(s).
3. Client has provided detailed, written instructions to Company regarding the completion of the questionnaire.
4. Client has provided detailed, written instructions on action(s) to be taken (a) with respect to specific responses to the questionnaire, and (b) if Visitors refuse to complete the questionnaire.

**Temperature Check Screening**

1. Client, in its sole discretion, has developed a process to implement additional access control requirements involving temperature checks.
2. Client has provided certain temperature check equipment ("Temperature Equipment") to Company and asked Company to use the Temperature Equipment to check the temperatures of all Visitors to Client's site(s). Client is responsible for the cost, maintenance and accuracy of the Temperature Equipment.
3. Client has provided detailed, written instructions to Company regarding the operation of the Temperature Equipment and the protocol for checking the temperatures of Visitors to Client's site(s).
4. Client has provided detailed, written instructions on action(s) to be taken (a) with respect to the temperature readings of Visitors, (b) when no temperature readings are displayed on the Temperature Equipment, (c) when the Temperature Equipment malfunctions or is inoperable, and (d) if Visitors refuse to allow Company to take their temperatures.

General – The following is applicable to all Entry Screening Services:

1. All Client instructions related to Entry Screening Services are included in post orders or other documented instructions or operating procedures for the specific post providing the Entry Screening Services.
2. Client is responsible for all costs associated with Entry Screening Services, including, without limitation, any equipment costs, costs of supplies, and any additional training costs.
3. All decisions and determinations regarding access to Client's site(s) are made in accordance with Client policies and at the direction and sole discretion of Client.