

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

Fourth Amendment

Contract No. SFMTA-2018-48

THIS FOURTH AMENDMENT (Amendment) is made as of _____, in San Francisco, California, by and between **Universal Protection Service, LP, dba Allied Universal Security Services** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to (1) reflect modifications in service levels and cost savings negotiated between the SFMTA and Contractor; (2) extend the term of the Agreement for one additional year until March 30, 2027; (3) increase the contract amount by a net amount of \$5,911,925 for a modified contract amount of \$64,940,326; and (4) revise Appendix B to reflect negotiated revisions to hourly rates, service levels, estimated yearly costs per contract year, and the revised total contract amount.
- C. City and Contractor engaged in good-faith negotiations and agreed to extend the contract for one additional year, reduce management fees by 10 percent, increase service levels due to additional guard patrol requirements at Central Subway platforms, and eliminate contract cost escalations for Non-Collective Bargaining Agreement-related billing rates during the extended term. As a result of these negotiated changes, contract costs increased by a total of \$10,913,540, consisting of an increase of \$431,655 in Option Year 3 due to modification in service levels and \$10,481,884 associated with the addition of one contract year pursuant to this Fourth Amendment.
- D. The Parties further agreed to apply most of the original contract contingency amount of \$2,810,876 to offset a portion of the increased costs associated with the Fourth Amendment extension, while retaining \$800,000 in contingency for the extended term. The Parties also agreed to apply \$2,990,737 in underutilized contract funds from Fiscal Years 21-23 due reduced service levels caused by the COVID-19 pandemic. With these offsets, the final net contract increase amounts to \$5,911,925, resulting in a modified contract not-to-exceed amount is \$64,940,326.

- E. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals issued on October 17, 2018, and this Amendment is consistent with the terms of the RFP and the awarded Agreement.
- F. This is a contract for Services, there is a Local Business Enterprise (LBE) subcontracting participation requirement, and this Amendment is consistent with that requirement.
- G. This Agreement is for security services under Proposition J (as defined by the 2023 PSC Policy of the Civil Service Commission) and, as such, is exempt from Civil Service Commission review.
- H. The SFMTA has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of City's Board of Supervisors.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term "Agreement" shall mean the Agreement dated April 1, 2020, between Contractor and City, as amended by the:

First Amendment, dated July 25, 2023,

Second Amendment, dated April 8, 2024, and

Third Amendment, dated April 5, 2025.

1.2 Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 Article 2: Term of the Agreement. Article 2 of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on the Effective Date of April 1, 2020, and expire six years from the Effective Date, unless earlier terminated as otherwise provided herein.

2.2 Reserved.

Article 2 is modified to extend the term of the Agreement for one additional year until March 30, 2027. Article 2 is amended to read as follows:

2.1 The term of this Agreement shall commence on the Effective Date of April 1, 2020, and expire seven years from the Effective Date, unless earlier terminated as otherwise provided herein.

2.2 Reserved.

2.2 Section 3.3.1(a): Payment. Section 3.3.1(a) of the Agreement currently reads as follows:

(a) Payment. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services Completed in the immediately preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. Payment shall be made within 30 Days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Fifty-Nine Million, Twenty-Eight Thousand, Four Hundred One Dollars (\$59,028,401)**. The breakdown of charges associated with this Agreement appears in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

Section 3.3.1(a) is modified to reflect a net increase to the contract amount of \$5,911,925 for a modified contract amount of \$64,940,326. Section 3.3.1(a) is amended to read as follows:

(a) Payment. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services Completed in the immediately preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. Payment shall be made within 30 Days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Sixty-Four Million Nine Hundred Forty Thousand, Three Hundred Twenty-Six Dollars (\$64,940,326)**. The breakdown of charges associated with this Agreement appears in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.3 Appendix B: Calculation of Charges. Appendix B is modified to reflect the negotiated 10 percent reduction in management fees incorporated into the applicable hourly rates, revisions to service hours to address the additional guard patrol requirements at Central Subway platforms, revisions to the estimated yearly costs per contract year, the increase in costs for Option Year 3, the addition of one contract year pursuant to this Fourth Amendment, and the resulting revised total contract amount, including application of the existing contract contingency. Appendix B is replaced in its entirety by Appendix B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B-1, which is a correct and updated version.

Article 3 Effective Date

The modifications set forth in Article 2 shall be effective on and after the date of this Amendment.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Universal Protection Service, LP, dba Allied Universal Security Services
_____ Julie B. Kirschbaum Director of Transportation	_____ <i>Christian Arno</i> Christian Arno Regional Vice President
Authorized By: Board of Supervisors	City Supplier Number: 0000025762
Resolution No: _____	
Adopted: _____	
Attest: _____ Clerk of the Board	
Approved as to Form: David Chiu City Attorney	
By: _____ Annie Smiddy Deputy City Attorney	

4906-2824-4363v.1

Appendix:

B-1: Calculation of Charges

**Appendix B-1
Calculation of Charges**

The Contractor shall use the billing rates in Table 1 - Billing Rates below during each Calendar Year (January 1 through December 31) the Agreement is in force.

Table 1 – Billing Rates

Calendar Year Billing Rates	2020	2021	2022	2023	2024	2025	2026	2027
Unarmed Officer	\$35.18	\$35.89	\$36.87	\$37.85	\$38.83	\$39.80	\$39.29	\$39.29
Video Surveillance	\$36.51	\$37.21	\$38.19	\$39.16	\$40.14	\$41.11	\$40.58	\$40.58
Security Console	\$36.51	\$37.21	\$38.19	\$39.16	\$40.14	\$41.11	\$40.58	\$40.58
Mobile Patrol	\$36.51	\$37.21	\$38.19	\$39.16	\$40.14	\$41.11	\$40.58	\$40.58
Armed Officer	\$38.90	\$39.59	\$40.56	\$41.53	\$42.49	\$43.45	\$42.86	\$42.86
ADA Observer	\$33.86	\$34.56	\$35.55	\$36.53	\$37.52	\$38.50	\$38.01	\$38.01
Badging Clerk	\$39.83	\$40.52	\$41.49	\$42.45	\$43.41	\$44.36	\$43.70	\$43.70
Armed Supervisor	\$41.50	\$42.17	\$43.13	\$44.09	\$45.05	\$45.99	\$45.37	\$45.37

Table 2 – Estimated Yearly Hours per Contract Year

Contract Year Totals	Contract Year (April 1 - March 31)								Total
	Year 1	Year 2	Year 3	Year 4 (1st Option)	Year 5 (2nd Option)	Year 6 (3rd Option)	Year 6 Service Level Changes	Year 7 (Contract Extension)	
Unarmed Officer	126,860	126,860	126,860	126,860	126,860	126,860	76,448	203,308	1,040,916
Video Surveillance	30,836	30,836	30,836	30,836	30,836	30,836	-20,020	10,816	175,812
Security Console	8,736	8,736	8,736	8,736	8,736	8,736	2,080	10,816	65,312
Mobile Patrol	29,536	38,584	41,600	41,600	41,600	41,600	-29,952	11,648	216,216
Armed Officer	28,756	28,756	28,756	28,756	28,756	28,756	-8,476	20,280	184,340
ADA Observer	4,368	4,368	4,368	4,368	4,368	4,368	-2,028	2,340	26,520
Badging Clerk	2,080	2,080	2,080	2,080	2,080	2,080	0	2,080	14,560
Armed Supervisor	2,080	2,080	2,080	2,080	2,080	2,080	0	2,080	14,560
Totals	233,252	242,300	245,316	245,316	245,316	245,316	18,052	263,368	1,738,236

Table 3 – Estimated Yearly Cost per Contract Year

Contract Year Totals	Contract Year (April 1 - March 31)								Totals
	Year 1	Year 2	Year 3	Year 4 (1st Option)	Year 5 (2nd Option)	Year 6 (3rd Option)	Year 6 Service Level Changes	Year 7 (Contract Extension)	
Unarmed Officer	\$4,485,688	\$4,583,686	\$4,708,417	\$4,832,485	\$4,956,717	\$5,078,941	\$2,909,030	\$7,987,971.32	\$39,542,935
Video Surveillance	\$1,131,274	\$1,154,941	\$1,185,105	\$1,215,108	\$1,245,151	\$1,274,981.00	(\$836,067.72)	\$438,913.28	\$6,809,406
Security Console	\$320,496	\$327,201	\$335,746	\$344,246	\$352,758	\$361,209.00	\$77,704.28	\$438,913.28	\$2,558,274
Mobile Patrol	\$1,083,582	\$1,445,876	\$1,598,793	\$1,639,269	\$1,679,799	\$1,720,042.00	(\$1,247,366.16)	\$472,675.84	\$8,392,671
Armed Officer	\$1,123,676	\$1,145,487	\$1,173,358	\$1,201,078	\$1,228,836	\$1,256,856.00	(\$387,655.20)	\$869,200.80	\$7,610,837
ADA Observer	\$148,651	\$152,047	\$156,364	\$160,658	\$164,957	\$169,148.00	(\$80,204.60)	\$88,943.40	\$960,564
Badging Clerk	\$83,211	\$84,782	\$86,790	\$88,788	\$90,789	\$92,821	(\$1,925)	\$90,896	\$616,152
Armed Supervisor	\$86,663	\$88,220	\$90,216	\$92,201	\$94,188	\$96,231.00	(\$1,861.40)	\$94,369.60	\$640,227
Totals	\$8,463,241	\$8,982,238	\$9,334,789	\$9,573,833	\$9,813,194	\$10,050,229	\$431,655	\$10,481,884	\$67,131,063

Table 4 - Calculation of Final Contract Not-to-Exceed (NTE) Amount

Gross Contract Cost – Years 1–7 (Excluding Contingency) [See Table 3 for Breakdown]	\$67,131,063
Original Contract Contingency (Previously Authorized)	\$2,810,876
Subtotal Gross NTE Including Contingency	\$69,941,939
Applied Offsets	
Less: Underutilized Contract Funds from FY 21-23 (COVID-related service reductions)	(\$2,990,737)
Less: Portion of Original Contract Contingency Applied to the Extension	(\$2,010,876)
Final Contract Not-to-Exceed Amount	\$64,940,326

