

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

First Amendment

Contract No. SFMTA-2018-48

THIS FIRST AMENDMENT (First Amendment) to Contract No. SFMTA 2018-48 is made as of July 25, 2023, in San Francisco, California, by and between **Universal Protection Service, LP, dba Allied Universal Security Services** (Contractor) for security guard services, 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. The term of the Agreement expired as of March 31, 2023, but City and Contractor, each by their conduct, continued their contractual relationship consistent with the Agreement, despite the passing of the expiration date.
- C. City and Contractor desire to memorialize their continued contractual relationship by entering into this First Amendment extending the same terms and conditions as the Agreement.
- D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to retroactively extend the base term of the Agreement for an additional year commencing on April 1, 2023, and ending on March 31, 2024, as provided in Section 2.2 of the Agreement; reduce term extension options from three to two options; and update standard contractual clauses.
- 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.

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 Contract No. SFMTA-2018-48, the Agreement dated April 1, 2020, between Contractor and City, as amended by this First Amendment.

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) of the Agreement is retroactively extended one additional year, effective April 1, 2023; Article 2 is replaced in its entirety to read as follows:

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

2.2 The City has two options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement).

2.2 A new Section 13.4 (Ownership of City Data) is added to the Agreement to read as follows:

13.4 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data, is the exclusive property of the City.

2.3 A new Section 13.5 (Management of City Data and Confidential Information) is added to the Agreement to read as follows:

13.5 Management of City Data and Confidential Information

13.5.1 Use of City Data and Confidential Information. Contractor agrees to hold City Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors, or other third parties is prohibited. For purpose of this

requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.5.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than 30 Days, return all Data given to or collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall within 10 business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors’ environment(s), work stations that were used to process the Data or for production of the Data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, or the most current industry standard.

Article 3 Effective Date

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

Article 4 Legal Effect

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

SIGNATURES ON FOLLOWING PAGE

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 Security Solutions, LLC, dba Allied Universal Security Services 
_____ Jeffrey P. Tumlin Director of Transportation	_____ Christian Arno Regional Vice President
Approved as to Form:	City Supplier Number: 0000025762
David Chiu City Attorney	
By:  _____ Robert K. Stone Deputy City Attorney	

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