

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

**Seventh Amendment to Agreement with Cypress Security, LLC
for Armed and Unarmed Security Services**

THIS AMENDMENT (this "Amendment") is made as of **September 30, 2014**, in San Francisco, California, by and between **Cypress Security, LLC** ("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 extend the performance period and increase the amount of the contract.

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

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated September 1, 2008 between Contractor and City, as amended by the First Amendment dated September 1, 2008, the Second Amendment dated June 8, 2010, the Third Amendment dated September 1, 2011, the Fourth Amendment dated February 5, 2013, the Fifth Amendment dated September 23, 2013, and the Sixth Amendment dated July 21, 2014.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2a. Section 2 (Term of the Agreement) of the Agreement currently reads as follows:

The term of this Agreement shall be from the original effective date of September 1, 2008 to September 30, 2014.

Such section is amended in its entirety to read as follows:

The term of this Agreement shall be from the original effective date of September 1, 2008 to March 31, 2015.

2b. Section 5 (Compensation). Subsection a. of Section 5 of the Agreement currently reads as follows:

Compensation shall be made in monthly payments for work, as set forth in Section 4 of this Agreement, that the Executive Director/CEO, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$32,900,000.00** (thirty-two million nine hundred thousand dollars). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

Such section has been amended to read as follows:

Compensation shall be made in monthly payments for work, as set forth in Section 4 of this Agreement, that the Director of Transportation, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Thirty-Five Million, Nine Hundred Thousand Dollars (\$35,900,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after October 1, 2014.

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.

<p>CITY San Francisco Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By: _____ Robin M. Reitzes Deputy City Attorney</p> <p>San Francisco Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest:</p> <p>_____ Roberta Boomer, Secretary SFMTA Board of Directors</p> <p>Board of Supervisors Resolution No. _____ Adopted: _____</p> <p>Attest:</p> <p>_____ Clerk of the Board</p>	<p>CONTRACTOR Cypress Security, LLC</p> <hr/> <p>Kes Narbutas CEO 452 Tehama Street San Francisco, CA 94103 City vendor number: 46964</p>
---	--