

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

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

THIS AMENDMENT (this "Amendment") is made as of **February 5, 2013**, 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 for additional three years with an additional contract amount set for below.

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

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

**a. 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, and the Third Amendment dated September 1, 2011.

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

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Section 25. Notices to the Parties** is hereby amended in its entirety to read as follows:

**25. Notices to the Parties**

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Christopher Grabarkiewetz  
Proof of Payment Unit Manager  
Security, Investigations & Enforcement Division  
One South Van Ness Ave, 8<sup>th</sup> Floor, #8194  
San Francisco, CA 94103  
Telephone: 415-701-5440  
Email: christopher.grabarkiewetz@sfmta.com

To Contractor: Kes Narbutas  
Cypress Security, LLC  
452 Tehama Street  
San Francisco, CA 94103  
Phone: 415-240-4500  
Email: knarbutas@@cypress-security.com  
Fax: 415-352-1910

**b. Appendix A, Section 7. Sites, Subsection B. Regular Locations** is hereby amended in its entirety to read as follows:

**B. Regular Locations**

Contractor shall provide regular Guard and/or Vehicle Patrol Services as required, permanently or temporarily, at the following Sites in accordance with the schedule set forth in Exhibit A. The SFMTA reserves the right during the term of the Agreement to add Sites or to eliminate any Site.

i. ***Curtis E. Green Metro Center*** – This Metro Center, located at 425 Geneva Avenue is a rail operations and maintenance complex that houses major maintenance and storage facilities for light rail vehicles and historic streetcars, dispatch offices, storage of maintenance equipment and supplies, and administrative offices for the maintenance division.

ii. ***Geneva Metro Center*** – The smaller portion of Green Center is located at 2301 San Jose Avenue and is primarily the maintenance center and storage area for the system's historic fleet.

iii. ***John M. Woods Motor Coach Center*** – The John M. Woods Center, located at 22nd and Indiana Streets, is the largest maintenance and storage facility for the system's standard motor coaches and includes administrative offices for operations dispatch and maintenance, parts storage, heavy repair, light repair, machine shops, body and paint functions, and a carpentry shop.

iv. ***Potrero Trolley Coach Division*** – Potrero Division, located at Hampshire and Mariposa Streets, is the system's largest trolley coach division. This facility includes storage and maintenance facilities for standard and articulated trolleys and offices for SFMTA's street supervisors.

v. ***Kirkland Motor Coach Division*** – Kirkland Division is located at North Point and Stockton Streets and is the operations, maintenance and storage facility for about 200 standard motor coaches

vi. ***Welton M. Flynn Motor Coach Division*** – Flynn Division, located at 1940 Harrison Street, is the operations, maintenance and storage facility for the motor coach fleet.

vii. ***Presidio Trolley Coach Division*** – The Presidio Division, located at Geary Blvd. and Presidio Avenue, houses system safety and training divisions classrooms and offices in addition to the maintenance and storage of trolley coaches.

viii. ***Cable Car Division*** – The Cable Car Division, located at Washington and Mason Streets, houses the cable power and machinery for operating the City's historic cable cars, the maintenance and storage facility for cable cars, and the Cable Car Museum.

ix. *SFMTA Headquarters* – located at 1 South Van Ness Avenue is owned by the City and leased by SFMTA. SFMTA Headquarters is occupied by senior administrative staff, finance staff, the Revenue Division, Human Resources, Construction, Planning, Parking and Traffic, Information Technology, and External Affairs.

x. *SFMTA Customer Service Center* – located at 11 South Van Ness and included in the lease for One South Van Ness Avenue. The hours of operation are 8am-5pm Monday–Friday. The Customer Service Center houses parking citation payments, parking citation hearings and fare media sales. Contractor shall provide the following for the Customer Service Center: (1) one unarmed Guard shall be posted at the front desk; (2) one armed Guard shall patrol the interior perimeter; and (3) an armed Guard shall be provided once per business day to escort daily deposit to the Revenue Center.

xi. *Burke Avenue Warehouse* – A SFMTA Materials Management warehouse at 1570 Burke Ave. is used for storage of bus parts before distribution to individual storerooms at the divisions.

xii. *700 Pennsylvania Facilities* – located at the corner of Pennsylvania & 22<sup>nd</sup> St., currently houses facilities and track maintenance staff, including the crafts, special machine shop and custodial crew along with the signal crew and fleet engineering.

xiii. *1399 Marin Facility* – Houses track maintenance swing shift and their equipment and the video shop trailers. The yard is used to store the reserve motor coach fleet and has a fuel pumping station used in emergencies.

xiv. *The Howard St Facility* – located at 821 Howard St., houses the Central Subway construction staff.

xv. *Subways* – SFMTA has responsibility for the upkeep of four subway stations that are owned by the Bay Area Rapid Transit (BART) District: Embarcadero Station, Montgomery Station, Powell Station, and Civic Center Station. SFMTA also owns and operates five additional stations in its Metro System: Van Ness Station, Church Station, Castro Station, Forest Hill Station and West Portal Station.

xvi. *Trackways* – SFMTA’s Metro System encompasses over 70 miles of trackways throughout the city, primarily along the J, K, L, M, N and T light rail lines. The remaining trackways access tracks linking the Metro Center other tracks. 6.2 miles of this system is in the Metro Subway running from Embarcadero Station to the West Portal Station at the end of the Twin Peaks Tunnel.

xvii. *Muni Metro East* – Located at 601- 25<sup>th</sup> Street, San Francisco for LRV storage, dispatching and maintenance facility.

**c. Appendix A, Section 8. Personnel, Subsection G. Training Requirements of the Agreement** is hereby amended in its entirety to read as follows:

**G. Training Requirement**

i. State Requirements:

Contractor shall require all Guards to have current Guard Cards in their possession. Contractor shall provide to the SFMTA a photocopy of current Guard Cards for all Guards assigned to SFMTA facilities ten days prior to the Effective Date. Photocopies of valid Guard Cards for new employees shall be provided 24 hours prior to their start date at SFMTA Sites. Photocopies of Guard Card renewals or proof of payment for the renewals shall be provided to the SFMTA quarterly. In addition to the Guard Card, all Armed Guards must have in their possession an Armed Guard Card as issued by the State Department of Consumer Affairs.

ii. SFMTA Requirements:

Within five (5) Days of the Effective Date of the Agreement, Contractor and SFMTA will meet to develop written training plans and implement a training program. Contractor and SFMTA will have five (5) days to complete the training plan and three (3) weeks to complete all training.

Prior to assignment at any SFMTA Site, all Guards shall complete the SFMTA Contractor Safety Course (4 hours). Training will include but is not limited to SFMTA specific curriculum to address safety issues related to work at a transit facility and CALOSHA safety training.

Additional training requirements for more specialized positions (the type of training depends on assigned duties) are as follows:

a. *Field Supervisor –Unarmed 3 days*

Training will include learning the location and routes to all SFMTA facilities, all identified security vulnerabilities and alarm response procedures. Training will also include doors to be secured or unlocked at 949 Presidio at prearranged times as well as the safe vehicle and proper radio usage procedures to assist in monitoring deployment of unarmed staff. They will also be instructed on proper radio usage. As this is a supervisory position the field supervisor will also learn how to train new unarmed Guards assigned to do a foot patrol of the Site, to document their activities and to issue radio and other needed equipment to them.

b. *Console Supervisor-Unarmed (Security, One South Van Ness Ave.) 3 days*

Training will include proper radio usage procedures and documentation of calls to assist in monitoring deployment of unarmed personnel and abide by FCC rules, inventory & key control. Training will also include CCTV & alarm monitoring procedures, alarm response duties and emergency contact procedures, and incident report writing. As this is a supervisory position those assigned to this position will also be trained on how to fill open posts and weekly scheduling of unarmed Guards.

c. *Tower Guard-Unarmed (Revenue Center-1 SYN basement) 3 days*

Training will include proper radio usage procedures, inventory control, CCTV and alarm monitoring procedures, downloading of requested video to CDs, alarm response duties and emergency contact procedures, approved procedures to control access to revenue loading dock and secured areas to authorized personnel. They will also be instructed on proper radio usage.

d. *Armed Revenue Supervisor (Revenue Center-1 SYN basement) 3 days*

Training for this position will include all training in procedures provided to armed revenue Guards. The armed supervisor will also be trained in revenue loading dock procedures and how to monitor the daily Loomis pickup. As this is a supervisory position those assigned to this

position will also be trained on how to schedule/rotate armed Guards through different collections as required by the contract and how to fill open posts.

*e. Armed Revenue Guards (Revenue Center-1 SVN basement) 3 day*

Training will include orientation to all platforms, sites and facilities to which armed Guards escort revenue staff during revenue operations. During this training Guards will be instructed on each area's vulnerabilities as well as proper placement and responsibilities while on escort duty and when returning to base. They will also be instructed on proper radio usage.

*f. Mobile Patrol Supervisor-Unarmed 3 days*

Training will include learning the travel routes and locations for all SFMTA bus yards, facilities, portals, stations and platforms where Graffiti vandalism and/or other security incidents are likely to occur, pictorial and written documentation procedures for reporting Graffiti vandalism and other incidents, as well as safe vehicle usage. They will also be instructed on proper radio usage.

*h. Facility Guard-Unarmed 1 hour orientation of assigned facility*

Training shall include identification of the facility vulnerabilities and the assigned patrol area, instruction on other duties including proper radio usage; verifying employee IDs, and keeping unauthorized people out of restricted areas.

*i. Observer-Unarmed 4 hours*

Training will include an orientation on all ADA compliance issues that operators are required to follow while driving a transit vehicle, documentation of non-compliance, filling out ride reports and time sheets.

iii Ongoing Training Requirements

The Contractor must ensure that training as described in Section ii. above is conducted annually or when a Contractor hires any new Supervisor, armed Guard or a group of ten (10) unarmed Guards within a given quarter. The SFMTA reserves the right to test Guards' knowledge of the training curriculum required by this Contract. All training man hours conducted to meet the site specific requirements of SMTA as described in subsection ii and iii shall be billable to SFMTA at the rates described in Attachment B, Schedule of Charges.

The Contractor shall ensure that all Guards have completed an Anti-Discrimination and Harassment Course (4 hours) within one (1) year of the Effective Date of this Contract.

iv. Training Waivers

Contractor may request the training requirement to be waived for a particular Guard if Contractor submits adequate documentation to demonstrate that the Guard's skills already exceed the training requirements and the SFMTA approves the waiver request. No waivers for safety and CALOSHA training are allowed under this Agreement.

**d. Appendix A, Section 9. Types of Services, Section 10. Times of Service, Section 11. Reports and Meetings are hereby amended in their entirety to read as follows:**

**9. TYPES OF SERVICES**

**A. Armed Personnel**

Contractor shall provide the following Guards and Services in accordance with Exhibit A:

*i. Armed Revenue Escort Security Guards*

Contractor shall provide Armed Revenue Escort Security Guards who are assigned to Revenue escort duties. These Guards must be armed and fully equipped with Semi-automatic weapons, handcuffs, batons, Oleoresin Capsicum spray, and holsters to escort Revenue staff.

*ii. Armed Revenue Guard Supervisor*

Contractor shall provide an Armed Revenue Guard Supervisor, who shall supervise all armed Guards assigned the Revenue Section to ensure that such Guards follow all established procedures. This includes but is not limited to checking in armed Guards, issuing equipment, collecting reports, scheduling of armed Revenue Guards and Relief, and additional duties as requested.

**B. Unarmed Personnel**

Contractor shall provide the following unarmed personnel:

*i. Revenue Tower Officers*

Guards posted at the Tower will be stationed in an elevated tower at SFMTA headquarters at 1 South Van Ness in the basement area connected to the Revenue Vault section to secure the Vault and adjacent areas. Guards at this post must be proficient in PC based software, CCTV and employee access control and alarm systems, monitor and control all entry into the garage area and Vault sections.

*ii. Security Control Console Monitors*

Contractor shall provide Guards to monitor Security Control Consoles, at 3 Sites, 24 hours per day, 7 days per week. Security Control Consoles contain: the radio base station, CCTV monitors, digital video recorder (DVR) and the employee access control system.

*iii. Field Supervisor*

Contractor shall provide one (1) unarmed Field Supervisor, whose primary responsibility shall be to patrol SFMTA's various facilities and Sites and respond to all dispatch requests by the Security Control Console Supervisor for any alarms. When requested, or when there is an incident that requires such response, the Field Supervisor shall meet San Francisco Police Department (SFPD) and/or SFMTA staff at the location with keys or access cards as required in order to allow them access into the building. The Field Supervisor must remain in contact with the Security Control Console Supervisor while on patrol using a hand held radio to be provided by SFMTA.

*iv. Mobile Field Supervisor*

Contractor shall provide a Mobile Field Supervisor who shall assist Field Supervisors in supervising security guards and perform mobile patrol duties. The Mobile Field Supervisor shall also be responsible for ensure that police reports are filed for all major Graffiti hits, tracking tags and Graffiti hits of SFMTA equipment and property, labeling photographs, for insuring that all photos and reports are sent to the SFPD Graffiti unit, and to ensure that Contractor's anti- Graffiti efforts are coordinated with SFPD.

v.i. *General Patrol / Access Control Officer* also known as "Security Officer"

Security officers will patrol and maintain general security of assigned property as described in Post Orders, respond to reasonable business-related customer service requests, respond to security related complaints and ensure proper documentation is completed as required, maintain and submit Daily Security Activity Reports, Incident Reports, Accident Reports, Hazard Reports, and Condition Reports, and respond to emergency calls including medical, fire and damage to property.

### **C. Supervisor Duties**

i. Each Supervisor of an upcoming shift shall, prior to shift change, determine the readiness of Guards preparing to be posted and ensure adequate number of properly uniformed and equipped Guards are available for the shift.

ii. Each Supervisor shall communicate any changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations.

iii. On-duty Supervisors shall be available at all times during their shift to receive and implement orders or special instructions from the SFMTA concerning matters which affect the operation and security of assigned areas.

iv. Supervisors shall instruct Guards as to their daily duties at the beginning of each shift. Guard duties shall not interfere with the operations of the SFMTA.

v. Other than Mobile Patrol Supervisor, no on-duty Supervisor may perform the duties of a Guard on patrol or Relief except in emergencies or to provide break coverage. During emergencies, the Supervisor may staff a post for a period not to exceed two (2) hours in any consecutive eight (8)-hour period, unless this requirement is waived by the SFMTA. An Emergency Report shall be submitted to SFMTA by the Supervisor no later than the next business day after the emergency.

### **D. Contract Security Administrative Support**

Contractor shall provide all necessary administrative support to manage Contractor's employees; to prepare reports, compile statistics and provide information as requested by the SFMTA. Contractor shall provide two (2) administrative employees, one (1) Operations Coordinator, one (1) Security Courier, and one (1) Badging Clerk to be stationed between the hours of 8 a.m. and 5 p.m., at a location to be determined by the SFMTA; and four (4) full-time Video Data Assistants at One South Van Ness Avenue.

### **E. As-Needed and Emergency Guard Service**

In addition to requested scheduled services, Contractor shall provide As-Needed Guard Service whenever requested by SFMTA, so long as the SFMTA gives at least four (4) hours' notice of a request for additional services. Guards requested under As-Needed Guard Service will be compensated in accordance with applicable Federal, State, and local law. SFMTA reserves the right to request As-Needed Guard Service as often as necessary or required.

Contractor may be asked to provide armed and/or unarmed Guards for Emergency Guard Service. Contractor shall provide an Emergency Guard within four (4) hours of a request from SFMTA.

Contractor may charge SFMTA an overtime rate of 150% of the standard billing rate per hour for all As-Needed Guard Service and Emergency Guard Service if the service requested is such that the Contractor cannot be reasonably expected to hire permanent employees to provide the service. The Contractor shall notify the SFMTA immediately no later than thirty (30) minutes of a request from SFMTA if non-permanent employees will be used to provide the service at this overtime rate.

#### **F. Account Manager**

Contractor shall provide an Account Manager to coordinate Contract Services. The Account Manager shall be responsible for managing the SFMTA account and responding to all SFMTA requests for additional Services or any other SFMTA concerns regarding staffing or security issues. The Account Manager shall report directly to SFMTA's Proof of Payment Unit Manager.

The Account Manager must be available to participate in security audits and evaluations of SFMTA facilities, practices and procedures. This requirement is a material term of this Contract.

#### **G. Observer Program**

Contractor shall provide unarmed plain-clothes Guards as needed and as approved by the SFMTA to act as field observers. The Observer Program was established by court decree to ensure SFMTA's adherence to ADA requirements. The Observer will be assigned to specific SFMTA operators where complaints about non-compliance with ADA requirements have been reported. Observers shall complete a daily written report in a form to be provided by the SFMTA, documenting their observations while riding each vehicle. Although the primary purpose of Observers is to document ADA compliance by SFMTA operators, such Observer report may also include observation of other transit service-related issues, such as fare evasion, customer service problems, or vandalism. The estimated amount of Observer hours that will be required during the term of the Contract is 1,560 hours annually. No single individual employed as part of the Observer Program may work as an Observer more than 20 hours per week. The Observer shall, at a minimum, document the following observations:

- i. Whether the operator calls out stops and transfer points.
- ii. Whether the operator is courteous and accommodating to patrons with disabilities.
- iii. Whether the wheelchair ramp or the coach is lowered when needed.
- iv. Whether wheelchair patrons are properly secured in the designated wheelchair area when the coach is in motion.
- v. That the designated seats are kept open for patron(s) who are elderly or who have disabilities.
- vi. Whether the bus is operated safely with a minimum amount of jerking motions.
- vii. Whether all service animals are allowed on the vehicle.



- viii. Whether the operator checks to make sure that riders are carrying appropriate fare media or paying the required cash fare.

## 10. TIMES OF SERVICE

### A. Time Records

- i. Time records shall be signed by Guards at the beginning and end of each shift and include a standard description of assignments for each day broken down in actual increments [i.e. - Metro TVM collection - 4 hours, Fare Media delivery – 2 hours, break – 1 hour, etc.]. No other Guard, Supervisor or individual is authorized to sign time records.
- ii. All original time records and payroll records for an employee's time for which the SFMTA is charged shall be maintained within 100 miles of San Francisco and shall be retrievable within 24 hours of SFMTA request.
- iii. Contractor shall maintain electronic records of actual daily Guard assignments and functions in a standard and reportable manner
- iv. Contractor shall make all time records and payroll records available for inspection, copying or audit for the entire term of the Agreement and maintain all time records and payroll records in its original form for at least three years after the term of the Agreement. This section shall survive termination or expiration of the Agreement.
- v. Time records shall be signed at the end of each shift by the shift Supervisor certifying the accuracy of the time record for that Guard.
- vi. Time records for all Guards shall be maintained at the One South Van Ness Avenue location until after at least the end of three calendar years.
- vii. No Guard or Supervisor shall be required to report for duty earlier than described in such person's shift. If a Guard or Supervisor is obligated to report for duty or punch in prior to shift change in order to determine readiness or any other function, such person's time shall be billable to SFMTA as the rates described in Attachment B.
- viii. Break coverage shall be billable at the rates for the Guard being relieved.

The Contractor must provide the assignment of duties and location if required one week prior to commencement for approval by the Proof of Payment Unit Manager. Contractor must also describe how arrangements will be made for rotating coverage during breaks for Guards stations at revenue locations, and must show assignment rotation a minimum of once a month for Revenue related activities.

### B. Hours of Service

#### (a) Shift Schedule

The Contractor shall provide Guards to fill all shifts listed in **Exhibit A**. SFMTA reserves the right to change the times or locations of the shifts listed in Exhibit A. Contractor agrees that the Services to be performed by it herein, including the locations and areas where Services are to be performed, the hours for which such Services are to be maintained, and the number of trained, equipped and qualified Guards to be furnished by the Contractor hereunder shall be subject to the approval of the SFMTA. Contractor agrees

that the scheduled work hours and days of Services may be changed at any time, without any penalty to the SFMTA, provided the SFMTA gives ten (10) business days notice of any changes to Exhibit A, except in emergencies.

**(b) Limitation on Overtime**

No Guard shall work more than twelve (12) hours on one or more Sites, for other clients of Contractor or for or any other job in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation shall not apply where Contractor demonstrates in writing within one (1) business day after the event; any condition that prevented Contractor's compliance with this requirement. All requests for an exception to this requirement must receive prior written approval from the SFMTA. The Contractor shall obtain a written confirmation of the waiver of this requirement from the SFMTA for each occurrence.

**H. Holidays**

Contractor shall provide Services on the following official City holidays:

- i. New Years Day
- ii. Martin Luther King's Birthday
- iii. President's Day
- iv. Memorial Day
- v. Independence Day
- vi. Labor Day
- vii. Columbus Day
- viii. Veterans Day
- ix. Thanksgiving Day
- x. Day after Thanksgiving
- xi. Christmas
- xii. Any additional official City holidays during the term of the Agreement

**I. Special Events**

The Contractor shall provide additional Services for miscellaneous special events that require armed or unarmed Guard coverage. SFMTA will provide at least five (5) business days notice of the number of Guards needed for a Special Event. These events include but are not limited to:

- i. Bay to Breakers (armed)
- ii. Halloween (armed and unarmed)
- iii. New Years Eve (armed and unarmed)
- iv. Gay Freedom Day Weekend (armed and unarmed)
- v. Cable Car Bell Ringing (unarmed)

- vi. San Francisco 49ers Football games (armed)
- vii. San Francisco Giants Baseball games (armed)

## 11 REPORTS AND MEETINGS

### A. Meetings

Contractor's Account Manager shall attend status meetings as requested with SFMTA staff to discuss issues related to the Agreement including, but not limited to, performance, invoice payments, Agreement status, personnel issues, etc. At least one (1) week prior to the quarterly status meeting, the Account Manager shall provide a quarterly status report that summarizes the status of performance of the Agreement with respect to the subject matters listed above and any others that either party requests be included on the agenda for the quarterly status meeting.

### B. Reports

#### i. **General Report Requirements**

Whenever a written report is required under the Agreement, any such report must be written in legible English. All written reports are to be submitted by the beginning of the next business day to:

Christopher Grabarkiewctz  
Proof of Payment Unit Manager  
Security, Investigations & Enforcement  
Sustainable Street Division  
One South Van Ness Ave., 8<sup>th</sup> Floor, Room 8194  
San Francisco, CA 94103  
Telephone: 415-701-5440  
Email: Christopher.Grabarkiewctz@sfmta.com

#### ii. **Incident Reports**

Incident Reports shall be prepared no later than the end of the shift during which an incident occurs by each and every Guard who witnessed or responded to the incident. Included in the incident report is a description of the reported incident and status such as "no incident", "all clear" or "further investigation and follow-up required." The Incident Report shall be submitted to the SFMTA's Proof of Payment Unit Manager, or a designated representative in the approved template as set forth in Section 3. Incident Reports must be submitted by Guards whenever there is an event or condition on or adjacent to SFMTA Property involving injury to persons or property, criminal activity, security breaches, departures from required procedures, suspicious activity, unauthorized persons on SFMTA property or any significant confrontations or altercations among or between SFMTA employees, contractors (including Contractor's employees) or members of the public. Original Incident Reports must be submitted to SFMTA each business day for the prior business day's incidents in electronic format as well as by fax. An Incident Report must be filed in any of the following circumstances:

- a) A Guard is required to intervene between any two or more persons, including other Guards, members of the public or SFMTA staff;

- b) A Guard witnesses any crime or suspected crime, including assault;
- c) A Guard witnesses any incident in which there is a potential personal injury, whether or not medical attention is requested or required, or in which loss or damage to public or private property occurs;
- d) A Guard is required to give direction or an order to any person on a Site and they protest or express their unwillingness to comply;
- e) A Guard discovers any unlocked doors or any activated alarms, false or otherwise;
- f) A Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
- g) A Guard observes suspicious or unusual activities, intrusion alarm information, or Graffiti attacks.

### iii. Annual Summary Reports

Each year, 90 days before each anniversary date of this Contract, Contractor must furnish a report of the total services ordered under this Contract during the preceding twelve months. The report must be in a format acceptable to SFMTA and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by SFMTA which are not part of this Contract.

### iv. Other Required Reports.

a) All malfunctions, vandalism and loss of said equipment stored in the Security Control Console Office must be reported within four (4) hours of the occurrence. The Security Control Console Office contains SFMTA equipment for which Contractor shall be responsible.

b) When a Guard observes suspicious or unusual activities, intrusion alarms, or a Graffiti attack, a report must be telephoned in to SFMTA Central Control within 5 minutes of the occurrence.

c) Upon the Effective Date Contractor shall submit a monthly staffing plan that includes the number of Guards that are delegated to each assignment listed in Exhibit A for the upcoming month. The first staffing plan shall include the first two months of the Contract, and each staffing plan shall be submitted 30 days in advance of the month covered by the staffing plan. Supervisors must report any variances from established staffing plans and schedules that occur within a given shift by location and hour, within one (1) business day of the variance. The staffing plan must include arrangements for rotating coverage during breaks for Guards stationed at Revenue Sales locations, and must show assignment rotation a minimum of once a month for Revenue related Activities.

d) Daily Security Report (DSR): a log of a Guard's activity during an assigned shift. Items to be filled out include but are not limited to time of patrols and breaks/lunch which is kept on file at the SFMTA Security Office.

e) Armed Guard Daily Report: A log of activity of Armed Guards during a given shift. Log includes arrival and departure time, the name of the SFMTA revenue worker to whom they have been assigned. Log is turned Revenue at the end of each shift.

f) Excel Matrix of Planned/Unplanned Scheduled Events to track the date and time of an event, its location, the number of Guards assigned, hours of service, etc.

e. Exhibit A – Security Hours Chart of Appendix A. Tables 1, 2, 3 and 4 are hereby amended in their entirety to read as follows:

**Table 1**

<i>Armed Services Assignments</i>	# of staff needed	Hour/Day	Days/Week	Days/Month	Hours/Month	Weeks/Year	Notes	Total Hours/year
AM, Powell & Market Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
PM, Powell & Market Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
AM, Hyde & Beach Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
PM, Hyde & Beach Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
AM, Presidio Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
PM, Presidio Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
AM, Portsmouth Square Kiosk: Protective Detail	1	8	N/A	3	24	12	12mon/yr	288
Subway Collection, weekday, PM 1- collect revenue; 1-stay with vehicle	2	16	5	n/a	346.6	52		4,160
Subway Collection, Saturday PM 1- collect revenue; 1-stay with vehicle	2	8	1	n/a	34.6	52		416
Subway Collection, Sunday PM 1-1 collect revenue, 1-stay with vehicle	2	8	1	n/a	34.6	52		416
PM CUBIC collection from divisions	1	8	6	n/a	208	52		2,496
Customer Service Center	1	8	5	n/a	173.3	52		2,080
AFC – Clipper Protective Detail	2	12	4	n/a	208	52		2,496
SFMTA Payroll Check Escort <sup>1</sup>	1	3	n/a	n/a	n/a	26		78
Lunch break Relief - Weekday	2	6	5	n/a	130	52		1,560
Lunch Break Relief - Saturday	1	8	1	n/a	34.6	52		416
Lunch Break Relief - Sunday	1	8	1	n/a	34.6	52		416
Baseball	2	10	n/a	n/a	n/a	n/a	86 games per year	860
Special Event Coverage	n/a	n/a	n/a	n/a	n/a	n/a		200
<b>TOTAL</b>								<b>33,354</b>

Note: SFMTA Payroll Check Escort<sup>1</sup>: estimated at 3 hours per every other week, 26 week per year.

If “# of staff needed” is more than 1, then the “hours/day” reflects the total hours for all the staff.

**Table 2**

<b>Unarmed Guard Services Assignments</b>	<b>Site</b>	<b># of staff needed</b>	<b>Hours/Day weekdays ( x 5 days)</b>	<b>Hours/weekends (x 2 days)</b>	<b>Total hours weekly</b>	<b>Days/Week</b>	<b>Weeks/year</b>	<b>Notes</b>	<b>Total Hours/Year</b>
General Patrol	Geneva	1	8	24	88	n/a	52	Weekday shifts are 9pm to 5am; weekends run 5am Saturday to 5am Monday, unless indicated otherwise.	4,576
Front and Back Gate	Green	2	16	48	176	n/a	52		9,152
23rd Street	Woods	1	8	24	88	n/a	52		4,576
Tubbs	Woods	1	8	24	88	n/a	52		4,576
Front Door	Flynn	1	8	24	88	n/a	52		4,576
Back Gate	Presidio	1	8	24	88	n/a	52		4,576
Front Gate/Building	Presidio	2	16	16	112	n/a	52		5,824
Upper Yard	Potrero	1	8	8	56	n/a	52		2,912
Lower Yard-house	Potrero	1	8	24	88	n/a	52		4,576
Secondary Gate	Kirkland	1	8	8	56	n/a	52		2,912
Primary Gate	Kirkland	1	6-22	24-30	116	n/a	52	Weekday Hours vary	6,032
Revenue Tower Guard	1SVN	3	24	24	168	7	52		8,736
General Patrol	Marin	3	8	24	168	7	52		8,736
Customer Service Center	11 South Van Ness Ave.	1	8	n/a	40	5	52		2,080
Patrol/Gate	Metro East	4	32	N/A	160	5	52		8,320
Patrol/Gate	Metro East	6	N/A	48	96	2	52		4,992
Video Surveillance Console	Metro East	6	48	48	336	7	52		17,472

<i>Unarmed Guard Services Assignments</i>	<i>Site</i>	<i># of staff needed</i>	<i>Hours/Day weekdays ( x 5 days)</i>	<i>Hours/weekends (x 2 days)</i>	<i>Total hours weekly</i>	<i>Days/Week</i>	<i>Weeks/year</i>	<i>Notes</i>	<i>Total Hours/Year</i>
Special Events <sup>1</sup>		10	n/a	n/a	n/a	n/a	n/a		400
<b>TOTAL</b>									<b>105,024</b>

If "# of staff needed" is more than 1, then the "hours/day" reflects the total hours for all the staff.



**Table 3**

<b>Supervisor Assignments</b>	<b># of staff needed</b>	<b>hours/day</b>	<b>Days/Week</b>	<b>Weeks/year</b>	<b>Total hours/year</b>
Security Console Supervisor	1	24	5	52	6,240
Security Console (weekend)	1	24	2	52	2,496
Armed Supervisor (M-F)	2	16	5	52	4,160
Field Supervisor (1)	1	16	7	52	5,824
Mobile Field Supervisor	1	8	7	52	2,912
Metro East Supervisor	1	24	7	52	8,736
Field Supervisor (2)	1	8	2	52	832
<b>TOTAL</b>					<b>31,200</b>

Note: If "# of staff needed" is more than 1, then the "hours/day" reflects the total hours for the total number of staff. "Metro East Supervisor" position in effect from January 1, 2013.

"Field Supervisor" positions eliminated the shifts for Monday through Friday, but kept Saturday and Sunday shifts; added one position, so the total is two positions working at weekends only, in effective January 1, 2013.

**Table 4**

<i>Miscellaneous Assignments</i>	<i>No. Staff</i>	<i>Hours/Day</i>	<i>Days/Week</i>	<i>Weeks/Year</i>	<i>Hours/Year</i>
Administrative Support (1)	1	8	5	52	2,080
Administrative Support (2)	1	8	5	52	2,080
Account Manager	1	9	5	52	2,340
Operations Coordinator	1	8	5	52	2,080
Security Courier	1	8	5	52	2,080
ADA Observers	2	10	3	52	1,560
Video Data Assistance	4	24	7	52	8,736
Badging Clerk	1	8	5	52	2,080
<b>TOTAL</b>					<b>23,036</b>

Note: If "# of staff needed" is more than 1, then the "hours/day" reflects the total hours for all the staff.  
 The "Administrative Support (2)" Position in effect on October 24, 2012.

f. Appendix B Calculation of Charges is hereby amended in its entirety to reads as follows:

**Appendix B  
Calculation of Charges**

Category	Bill Rate (2011)	Total Hours	Cost	Bill Rate (2012)	Total Hours	Cost
Account Manager	\$38.31	781	\$29,920.11	\$39.19	2,340	\$91,704.60
ADA Observers	\$24.34	526	\$12,802.84	\$25.22	1,560	\$39,343.20
Administrative Support (1)	\$33.24	696	\$23,135.04	\$34.14	2,080	\$71,011.20
Administrative Support (2)	N/A	N/A	N/A	\$35.00	376	\$13,160.00
Armed Security Officers	\$27.70	10,424	\$288,744.80	\$28.58	31,274	\$893,810.92
Console Officers	\$31.79	1,392	\$44,251.68	\$32.67	4,160	\$135,907.20
Courier	\$28.83	8,736	\$251,858.88	\$29.71	26,208	\$778,639.68
Field Supervisors	\$33.24	696	\$23,135.04	\$34.14	2,080	\$71,011.20
Mobile Field Supervisor	\$27.25	2,912	\$79,352.00	\$28.13	8,736	\$245,743.68
Operations Coordinator	\$27.25	1,940	\$52,865.00	\$28.13	5,824	\$163,829.12
SOC Supervisors	\$26.37	696	\$18,353.52	\$27.25	2,080	\$56,680.00
Unarmed Security Officers	\$28.83	2,912	\$83,952.96	\$29.71	8,736	\$259,546.56
Video Assistants	\$24.02	31,616	\$759,416.32	\$24.90	94,848	\$2,361,715.20
Badging Clerk	\$25.49	2,912	\$74,226.88	\$26.37	8,736	\$230,368.32
	\$33.24	696	\$23,1235.04	\$34.12	2,080	\$70,969.60
<b>TOTAL</b>		<b>66,935</b>	<b>\$1,765,150.11</b>		<b>201,118</b>	<b>\$5,483,440.48</b>

Category	Bill Rate (2013)	Total Hours	Cost	Bill Rate (2014)	Total Hours	Cost
Account Manager	\$40.07	2,340	\$93,763.80	\$40.95	1,560	\$63,882.00
ADA Observers	\$26.10	1,560	\$40,716.00	\$26.98	1,040	\$28,059.20
Administrative Support (1)	\$35.02	2,080	\$72,841.60	\$35.90	1,386	\$49,757.40
Administrative Support (2)	\$35.02	2,080	\$72,841.60	\$35.90	1,386	\$49,757.40
Armed Security Officers	\$29.46	32,130	\$946,549.80	\$30.34	21,399	\$649,245.66
Armed Supervisors	\$33.55	4,160	\$139,568.00	\$34.43	2,774	\$95,508.82
Console Officers	\$30.59	26,208	\$801,702.72	\$31.47	17,472	\$549,843.84
Courier	\$35.02	2,080	\$72,841.60	\$35.90	1,386	\$49,757.40
Metro East Supervisor	\$29.01	8,736	\$253,431.36	\$29.89	5,796	\$173,242.44
Field Supervisors	\$29.01	6,656	\$193,090.56	\$29.89	4,416	\$131,994.24

Category	Bill Rate (2013)	Total Hours	Cost	Bill Rate (2014)	Total Hours	Cost
Mobile Field Supervisor	\$29.01	2,912	\$84,477.12	\$29.89	1,936	\$57,867.04
Operations Coordinator	\$28.13	2,080	\$58,510.40	\$29.01	1,386	\$40,207.86
SOC Supervisors	\$30.59	8,736	\$267,234.24	\$31.47	5,824	\$183,281.28
Unarmed Security Officers	\$25.78	87,720	\$2,261,421.60	\$26.66	58,228	\$1,552,358.48
Video Assistants	\$27.25	8,736	\$238,056.00	\$28.13	5,824	\$163,829.12
Badging Clerk	\$35.00	2,080	\$72,800.00	\$35.88	1,386	\$49,729.68
<b>TOTAL</b>		<b>200,294</b>	<b>\$5,669,846.40</b>		<b>133,199</b>	<b>\$3,888,321.86</b>

**Total Estimated Cost for Three-Year Contract Extension with 10.4% Contingency**

Year	Hours	Cost
2011	66,935	\$1,765,150.11
2012	201,118	\$5,483,440.48
2013	200,294	\$5,669,846.40
2014	133,199	\$3,888,321.86
<b>Total</b>	<b>601,546</b>	<b>\$16,806,758.85</b>
<b>10.4%Contingency</b>		<b>\$1,749,505.15</b>
<b>Grand Total</b>		<b>\$18,556,264.00</b>

The billing rate for SFMTA approved overtime service hours is 150% of the regular hourly rate. The overtime cost is part of the 10.4% contingency estimate, except the overtime hours by the Customer Center employees which has been factored in the service hours listed in the above tables.


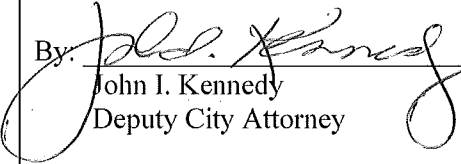
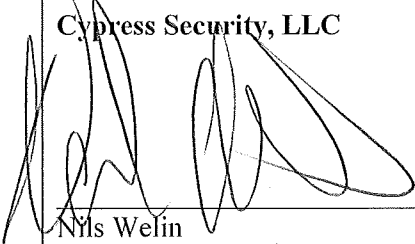
**Total amended calculation of charges for the entire six-year contract**

The actual cost for the first three contract years: **\$14,343,736.00**  
The estimated cost for the three extended contract years: **\$16,806,758.85**  
10.4% Contingency for the three extended contract years: **\$1,749,505.15**  
**Total amended charges for three year contract extension** **\$18,556,264.00**  
**Total Contract Not-to-Exceed Amount:** **\$32,900,000.00**

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective as of October 24, 2012.

**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><b>CITY</b></p> <p><b>San Francisco Municipal Transportation Agency</b></p> <p></p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: </p> <hr/> <p>John I. Kennedy Deputy City Attorney</p>	<p><b>CONTRACTOR</b></p> <p><b>Cypress Security, LLC</b></p> <p></p> <hr/> <p>Nils Wehn CEO 452 Tehama Street San Francisco, CA 94103</p> <p>City vendor number: 46964</p>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MOC Insurance Services License No. 0589960 44 Montgomery Street, 17th Floor San Francisco CA 94104	<b>CONTACT NAME:</b> Tracy Cink <b>PHONE (A/C No. Ext):</b> (415) 957-0600 <b>E-MAIL ADDRESS:</b> tcink@mocins.com	<b>FAX (A/C No.):</b> (415) 957-0577													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Arch Specialty Insurance Co.</td> <td>21199</td> </tr> <tr> <td>INSURER B Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER C Everest Indemnity Ins. Co.</td> <td>10851</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Arch Specialty Insurance Co.	21199	INSURER B Arch Insurance Company	11150	INSURER C Everest Indemnity Ins. Co.	10851	INSURER D:		INSURER E:		INSURER F:
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INSURER F:															


**COVERAGES**      **CERTIFICATE NUMBER:** 12-13 Master (WC Renewal)      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BSPKG2088800	5/5/2012	5/5/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BSPKG0235700	5/5/2012	5/5/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BSPKG2088900	5/5/2012	5/5/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	530000091121	11/16/2012	11/16/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Commercial Crime</b>			BSPKG2088700	5/5/2012	5/5/2013	Employee Dishonesty: \$ 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Certificate Holder: City and County of San Francisco, Attn: Christopher Grabarkiewctz, Proof of Payment Manager, Sustainable Street Division, SFMTA; One South Van Ness Avenue, 8th Floor, #8194, San Francisco CA 94103

The City and County of San Francisco, its Officers, Agents and Employees are named Additional Insured as respects liability arising from operations of the Named Insured per written contract.

<b>CERTIFICATE HOLDER</b>  City and County of San Francisco Attn: Christopher Grabarkiewctz (as above) Sustainable Street Div., SFMTA One S. Van Ness Ave, 8th Fl San Francisco, CA 94103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Tracy Cink/TCI 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Section II, WHO IS AN INSURED, is amended by adding

Any person, organization, trustee or estate:

- a. to whom "you" are obligated by written contract to provide insurance such as that afforded by this policy, or
- b. specifically designated as an additional insured on an authorized Certificate of Insurance received by "us" prior to any "occurrence";

Coverage afforded under (a) or (b) is limited to liability arising out of "your work" for such additional insured(s) and is caused by the negligent acts of the named insured.

This endorsement shall be excess of any other insurance available except coverage afforded by this endorsement will be primary and non-contributory, but only if and to the extent required by written contract.

All other terms and conditions of the Policy remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 5/5/2012	
Named Insured Cypress Security, LLC Cypress Private Security NV, LLC	Countersigned by

(Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**

BLANKET WHERE REQUIRED BY  
WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.