

City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Avenue, 3rd floor  
San Francisco, CA 94103

AP. ~~First~~ <sup>Second</sup> Amendment to  
Agreement Between the City and County of San Francisco

And

Cypress Security, LLC

For Security Services

Contract No. OCA-86091-B

THIS AMENDMENT ("Amendment") is made as of June 8, 2010, in San Francisco, California, by and between Cypress Security LLC, 452 Tehama Street, San Francisco, CA 94103 ("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 contract term.

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 for Security Services dated July 9, 2008 between Contractor and City.
  - 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 modified as follows:

Appendix A, Section 8.A. (Contractor Responsible For Personnel) currently reads as follows:

Contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts for all locations for which Guard Services are required to be provided by this Contract. All Guards must be employees of the Contractor. Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, transportation costs, direction and discharge of Guards shall be the responsibility of the Contractor. The payment of federal, state, and local taxes and all wages shall be the responsibility of the Contractor. Contractor is responsible for complying with all required federal, state and local employment laws and regulations. SFMTA may request Contractor to remove any Guard from its premises at any time it desires and for any reason. The

Contractor shall provide Relief for Guards who are on authorized breaks or leaves. All new employee names must be provided to the Employees Services Section of SFMTA's Human Resources prior to the employee's start date.

Section 8.A is amended to read as follows:

Contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts for all locations for which Guard Services are required to be provided by this Contract. All Guards shall be employees of the Contractor; however, Contractor may provide guards through a subcontractor only after written approval from SFMTA. Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, transportation costs, direction and discharge of Guards shall be the responsibility of the Contractor. The payment of federal, state, and local taxes and all wages shall be the responsibility of the Contractor. Contractor is responsible for complying with all required federal, state and local employment laws and regulations. SFMTA may request Contractor to remove any Guard from its premises at any time it desires and for any reason. The Contractor shall provide Relief for Guards who are on authorized breaks or leaves. All new employee names must be provided to the Employees Services Section of SFMTA's Human Resources prior to the employee's start date.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after all parties have signed the Amendment.

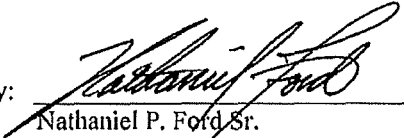
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**CITY AND COUNTY OF SAN FRANCISCO**

Municipal Transportation Agency

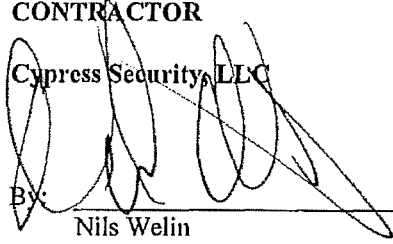
By:

  
Nathaniel P. Ford Sr.  
Executive Director/CEO

**CONTRACTOR**

Cypress Security, LLC

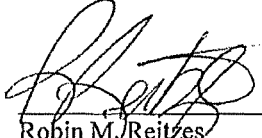
By:

  
Nils Welin  
Chief Executive Officer  
452 Tehama Street  
San Francisco, CA 94103

Approved as to Form:  
Dennis J. Herrera  
City Attorney

City Vendor Number: 46964

By:

  
Robin M. Reitzes  
Deputy City Attorney