

File No. 140984

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date September 24, 2014

Board of Supervisors Meeting

Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

(Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>MTA Resolution No. 14-143</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Linda Wong Date September 19, 2014

Completed by: _____ Date _____

1 [Agreement Amendment - Armed and Unarmed Security Services - Cypress Security, LLC -
2 Not to Exceed \$35,900,000]

3 **Resolution approving the Seventh Amendment to the Armed and Unarmed Security**
4 **Services Agreement between the City, through the Municipal Transportation Agency,**
5 **and Cypress Security, LLC, to increase the amount of the contract by \$3,000,000 for a**
6 **total contract amount not to exceed \$35,900,000 and extending the term for six months**
7 **until March 31, 2015.**

8
9 WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) collects
10 more than \$210,000,000 in annual revenue from transit fares, citation payments, and sale of
11 various fare media and has facilities throughout the City, including transit stations, vehicle
12 storage yards and service centers; and

13 WHEREAS, The SFMTA's facilities require the services of security guards to act as a
14 first deterrent for inappropriate activity, ensure the safety of SFMTA personnel, protect
15 SFMTA property and the public, and guard against vandalism; and

16 WHEREAS, In 2008, the City entered into a contract for security services with Cypress
17 Security, LLC, in a not-to-exceed amount of \$15,800,000, and for an original term of three
18 years, until August 31, 2011, with an option to extend the contract for three additional years;
19 and

20 WHEREAS, The contract has been extended six times, to extend the contract to
21 September 30, 2014, and to increase the contract amount to \$32,900,000; and

22 WHEREAS, On September 2, 2014, the SFMTA Board of Directors approved Contract
23 No. SFMTA-2014-27 (Armed and Unarmed Security Services) with Andrews International
24 Andrews International, the lowest responsible and responsive bidder; and
25

1 WHEREAS, Due to conflicting information and other uncertainties regarding the
2 amount of wages paid to existing workers, Andrews elected to withdraw from the process; and

3 WHEREAS, The Director of Transportation rejected all bids and will begin a new
4 competitive procurement process in order to specify worker retention and compensation
5 requirements; and

6 WHEREAS, On September 16, 2014, the SFMTA Board of Directors adopted
7 Resolution No. 14-143, approving the Seventh Amendment to the Armed and Unarmed
8 Security Services Agreement with Cypress Security, LLC, in an amount not to exceed
9 \$35,900,000, and for a term ending March 31, 2015, subject to approval by the Board of
10 Supervisors; and also recommended that the Board of Supervisors approve an uncodified
11 ordinance authorizing the SFMTA to include, in any contract for security services it executes
12 within the next year after issuing a competitive solicitation, provisions that require payment of
13 prevailing wages (as defined in the ordinance) by both the contractor and subcontractors to
14 any individual providing security services under the contract, and transitional employment and
15 retention for the prior contractor's employees; now, therefore, be it

16 RESOLVED, That the Board of Supervisors approves the Seventh Amendment to the
17 Armed and Unarmed Security Services Agreement between the City, through the Municipal
18 Transportation Agency, and Cypress Security, LLC, to increase the amount of the contract by
19 \$3,000,000 for a total contract amount not to exceed \$35,900,000, and to extend the term of
20 the contract until March 31, 2015.

Item 9
File 14-0984

Department:
San Francisco Municipal Transportation Agency (SFMTA)

EXECUTIVE SUMMARY

Legislative Objective

- Resolution approving the Seventh Amendment to the Armed and Unarmed Security Services Agreement between the City, through the SFMTA, and Cypress Security, LLC, to increase the amount of the contract by \$3,000,000 from \$32,900,000 to a total contract amount not to exceed \$35,900,000, and to extend the term of the contract through March 31, 2015.

Key Points

- Cypress Security currently provides armed and unarmed security services under an existing agreement with SFMTA, from September 1, 2008 through September 30, 2014, for a total not-to-exceed \$32,900,000, or an average of approximately \$5,408,220 annually. This agreement has been previously amended six times.
- On July 16, 2014, the SFMTA received three competitive bids to provide future armed and unarmed security services from (a) Andrews International for \$29,226,587, (b) Cypress Security Services for \$30,537,266 and (c) ABC Security for \$39,989,510.
- On September 2, 2014, the SFMTA Board of Directors approved the SFMTA entering into a new security contract with Andrews International, the lowest responsive bidder. However, on September 10, 2014, Andrews International withdrew its bid due to uncertainties regarding potential employee wages and benefits.
- The SFMTA has rejected all three recent bids and will undertake a new competitive Request for Proposal process to select a new security contractor. SFMTA estimates that a new contract for security services will be brought back to the Board of Supervisors in February, 2015.

Fiscal Impact

- Cypress Security Services currently provides 192,614 annual hours of service at hourly rates ranging from \$26.66 to \$40.95. The existing approximately six-year contract with Cypress Security has cost the SFMTA \$32,900,000. The costs for this contract are paid through SFMTA's operating funds and included in SFMTA's FY 2014-15 budget.
- SFMTA estimates the proposed six-month extension will increase the contract by \$3,000,000. Based on the actual expenditures paid in 2012 and 2013, and that SFMTA security costs typically increase during the last quarter of the year when more special events occur, the request for an additional not to exceed \$3,000,000 to cover the requested six month extension of the Cypress Security contract appears reasonable.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT & BACKGROUND**Mandate Statement**

In accordance with Charter Section 9.118(b), any contracts or agreements entered into by a department having a term over ten years or requiring anticipated expenditures of \$10,000,000, or the modification or amendment to such contracts or agreements having anticipated expenditures of more than \$500,000, are subject to Board of Supervisors approval.

Background**Existing SFMTA Security Services Contract**

On August 12, 2008, based on a competitive bidding process, the Board of Supervisors approved a new three-year contract between SFMTA and Cypress Security Services to provide armed and unarmed security services for a not-to-exceed \$15,800,000 (Resolution No. 372-08). The initial contract term was from September 1, 2008 through August 31, 2011 and included one three-year option to extend.

To date, this SFMTA and Cypress Security Services contract has been amended six times to allow subcontracted services, increase salaries, change staffing and scope of work, clarify overtime billings and extend the term and increase the contract amount. Most notable, on August 2, 2011, the Board of Supervisors approved the third amendment, which authorized the SFMTA to exercise the option to extend the Cypress Security Services contract by an additional three years, or through August 31, 2014, for an additional \$17,100,000 or total contract not-to-exceed \$32,900,000 (Resolution No. 333-11). In addition, on July 21, 2014, the SFMTA approved the Sixth Amendment to the contract to extend the term by one month until September 30, 2014 to provide sufficient time for a new security contractor to commence operations.

Under the existing contract, Cypress Security Services is responsible for (a) armed guard services for SFMTA Revenue Operations personnel collecting fare box revenues and (b) unarmed guard services for SFMTA shops, facilities, offices, and property. Cypress Security currently operates 24 hours a day, seven days a week, with a total of 97 staff.

Recent Competitive Bids

On June 24, 2014, the SFMTA Board of Directors authorized the Director of Transportation to issue a new Invitation for Bids to provide armed and unarmed security services for three years for the SFMTA. On July 16, 2014, the SFMTA received three bids to provide armed and unarmed security services for three years with one three-year option, or a total of six years, as summarized in Table 1 below:

Table 1: Competitive Bids for SFMTA Security Services

Security Services Firms	Six Year Bids
Andrews International	\$29,226,587
Cypress Security Services	30,537,266
ABC Security	39,989,510

On September 2, 2014, the SFMTA Board of Directors adopted a resolution (SFMTA Resolution No. 14-138) authorizing the Director of Transportation to execute a contract with Andrews International, the lowest responsive bidder, to provide armed and unarmed security services, for an initial three-year term with an option to extend the term for up to three additional years at SFMTA's sole discretion for a total not-to-exceed \$29,226,587 over the six year period.

However, on September 10, 2014, Andrews International withdrew its bid. As a result, on September 10, 2014, the Budget and Finance Committee tabled a proposed resolution to approve a new security contract between the SFMTA and Andrews International (File 14-0871). Therefore, the SFMTA has now rejected the three recent bids (see Table 1 above) to provide security services for the SFMTA. Mr. Ashish Patel, SFMTA Manager of Contracts and Procurement advises that SFMTA will undertake a new competitive Request for Proposal (RFP) process to select a new security contractor, which is estimated to take approximately four months to complete. Mr. Patel reports that a new six-year contract for security services would likely be brought back to the Board of Supervisors for approval in February of 2015.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the Seventh Amendment to the Armed and Unarmed Security Services Agreement between the City, through the SFMTA, and Cypress Security to increase the amount of the contract by \$3,000,000, from \$32,900,000 to a total contract amount not to exceed \$35,900,000, and to extend the term of the contract by six months or through March 31, 2015.

The existing contract with Cypress Security extends through September 30, 2014. This Seventh Amendment would extend the term by six months or through March 31, 2015 to provide the SFMTA with sufficient time to complete a new competitive RFP process for private security services. As noted above, SFMTA estimates bringing back a new contract for security services to the Board of Supervisors for approval in February of 2015, which would provide approximately one month of overlap to allow for transition for a potential new contractor.

According to Mr. Patel, Cypress Security will continue to provide security services 24 hours a day, seven days a week with its existing staff, under the management of the SFMTA Director of Security. In general, SFTMA advises that these private security guards work at the SFMTA

facilities throughout the City, including transit stations, vehicle storage yards and service centers. These security guards are the first deterrent for inappropriate activity and guard against vandalism, by ensuring the safety of the public and SFMTA personnel and property.

The specific security services include:

- (1) Armed Security Services: ongoing at various fare collections and pass sales locations, including Hyde and Beach, Market and Powell, Presidio and Portsmouth sites and payroll check delivery, subway collections, ballpark detail and subway patrol;
- (2) Unarmed Security Services: ongoing mobile patrols, graffiti patrols, Muni Metro East (North and South Gates and video console), Security Operations Center, Revenue Control Center, Islais Creek, 1399 Marin, Flynn, Woods, Geneva, video surveillance units, Potrero, Presidio, Kirkland; and
- (3) Two Americans with Disabilities Act (ADA) observers.¹

FISCAL IMPACT

Cypress Security Services currently provides 192,614 annual hours of service for the SFMTA and hourly rates that range from \$26.66 to \$40.95 depending upon the type of security services provided, as summarized in Table 2 below.

Table 2: Comparison of Annual Hours and Hourly Rates of Contractor Security Services

Cypress Security	Armed Hours	Unarmed Hours	Miscellaneous Hours	Total Security Hours
Number of Hours	33,354	105,024	54,236	192,614
Hourly Rates	\$30.34	\$26.66	\$28.13-\$40.95	

As noted above, SFMTA's existing contract with Cypress Security Services is for a total not-to-exceed \$32,900,000 over an approximate six-year term or an average of approximately \$5,408,220 annually. Table 3 below shows the actual and projected expenditures totaling \$32,899,999 to be paid by the SFMTA to Cypress Security through September 30, 2014. Mr. Patel advises that the costs for this Cypress Security contract are paid through SFMTA's operating funds and are included in SFMTA's FY 2014-15 budget.

¹ This ADA Observer program was established as a result of a court decree to ensure SFMTA's adherence to the ADA requirements.

Table 3: Actual Expenditures Under Existing Cypress Security Contract

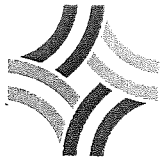
Calendar Year	Actual Expenditures Paid
2008 (September 1-December 31)	\$1,333,639
2009	4,915,074
2010	4,879,976
2011	5,503,644
2012	6,292,977
2013	6,159,567
2014 (January 1- September 30 projected-9 months)	3,815,122
Total	\$32,899,999

SFMTA staff estimate that the proposed additional six months of security services with Cypress Security will cost up to \$3,000,000. Including an additional \$3,000,000 in the existing not-to-exceed \$32,900,000 contract with Cypress Security will result in a total contract authorization not-to-exceed \$35,900,000. According to SFMTA, as Cypress Security salaries and benefit costs have increased, the annual costs for the Cypress Security contract have generally increased over the contract term.

SFMTA security costs typically increase during the last quarter of the year when special events occur, such as the Hardly Strictly Bluegrass concert, Halloween, Thanksgiving, Christmas and New Year's Eve. Based on the actual expenditures paid in 2012 and 2013, as shown in Table 3 above, and that SFMTA's costs typically increase during the last quarter of the year, the request for an additional not to exceed \$3,000,000 to cover the requested six month extension of the Cypress Security contract appears reasonable.

RECOMMENDATION

Approve the proposed resolution.



SFMTA
Municipal
Transportation
Agency

Edwin M. Lee, *Mayor*

Tom Nolan, *Chairman*

Gwyneth Borden, *Director*

Jerry Lee, *Director*

Cristina Rubke, *Director*

Edward D. Reiskin, *Director of Transportation*

Cheryl Brinkman, *Vice-Chairman*

Malcolm Heinicke, *Director*

Joél Ramos, *Director*

September 15, 2014

**The Honorable Members of the Board of Supervisors
City and County of San Francisco
1 Dr. Carlton Goodlett Place, Room 244
San Francisco, CA 94102**

***Subject: Request for Approval of Amendment Seven to the Armed and Unarmed Security
Services Agreement with Cypress Security, LLC.***

Honorable Members of the Board of Supervisors:

The San Francisco Municipal Transportation Agency (SFMTA) requests that the Board of Supervisors approve Amendment Seven to the Agreement for the Armed and Unarmed Security Guards Services with Cypress Security, LLC. This amendment will extend the agreement for six months at an additional \$3 million, for a total contract amount not to exceed \$35.9 million.

The Seventh Amendment modifies the original contract amount by more than \$500,000; therefore, it requires approval by the Board of Supervisors pursuant to Charter section 9.118

Background

The SFMTA collects more than \$210 million in annual revenue from transit fares, citation payments and sales of various fare media and has facilities throughout the City, including transit stations, vehicle storage yards and service centers. These facilities require the services of security guards to act as a first deterrent for inappropriate activity, the safety of SFMTA personnel, the protection of SFMTA property and the public, and to guard against vandalism. All security-related services are managed by the Director of Security, Investigations & Enforcement, with the assistance of a security guard services contractor, who provides personnel for various security-related functions.

In 2008, the SFMTA issued an RFP for Armed and Unarmed Security Services. The City awarded the contract to Cypress Security, LLC on August 12, 2008. The original term was for three years, until August 31, 2011, with an option to extend the contract for three additional years, and a not-to-exceed amount of \$15.8 million. The contract has been amended six times:

- First Amendment dated September 1, 2008 (allowed Contractor to use subcontractor to perform services upon SFMTA approval)
- Second Amendment dated June 8, 2010 (made adjustments to salaries for some positions)
- Third Amendment dated September 1, 2011 (extended contract three years and increased contract amount to \$32,900,000)

- Fourth Amendment dated February 5, 2013 (miscellaneous changes to staffing and scope of work)
- Fifth Amendment dated September 23, 2013 (clarifications regarding overtime billing)
- Sixth Amendment dated July 21, 2014 (extended contract until September 30, 2014)

On June 24, 2014, the SFMTA Board authorized the Director of Transportation to issue an IFB for a new Armed and Unarmed Security Guard Services contract.

Staff recommended to the SFMTA Board of Directors to award the contract to Andrews International, the lowest responsive and responsible bidder, who had entered into an MOU with SEIU-WEST to retain the workers currently employed by Cypress. On September 2, 2014, the SFMTA Board of Directors approved Contract No. SFMTA-2014-27 Armed and Unarmed Security Services with Andrews International.

Due to conflicting information and other uncertainties regarding the amount of wages paid to existing workers, Andrews elected to withdraw from the process. The Director of Transportation rejected all bids and will begin a new competitive procurement process in order to specify worker retention and compensation requirements.

Since the existing contract with Cypress Security expires on September 30, 2014, the SFMTA needs to further extend the contract to complete the new procurement process. The Seventh Amendment extends the contract to March 31, 2015. The new contract amount will not exceed \$35,900,000.

Description of Work

The Scope of Services for the contract will continue in accordance to the current contract with approximately 121,000 hours of unarmed guard services and 28,600 of armed guard services annually.

Alternatives Considered

These services have historically been contracted out and due to the need to have armed licensed guards; it would not be practical to have City staff perform the services.

Since the existing contract with Cypress Security expires on September 30, 2014, the SFMTA needs to further extend the contract to complete the new procurement process.

Funding Impact

SFMTA estimates that the cost for the additional six months will be \$3,000,000.

SFMTA Board Action

On September 16, 2014, the SFMTA Board of Directors adopted a Resolution which authorized the Director of Transportation to extend the contract with Cypress Security, LLC for Armed and Unarmed Security Services for an amount not to exceed \$35,900,000, for a term ending March 31, 2015.

Recommendation

SFMTA recommends that the Board of Supervisors authorize the Director of Transportation of the SFMTA to execute the Amendment Seven to the Agreement between the SFMTA and Cypress Security LLC for a term ending March 31, 2015 at a total contract amount not to exceed \$35,900,000.

Thank you for your consideration of this proposed agreement. Should you have any questions or require more information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Reiskin', written over a horizontal line.

Edward D. Reiskin
Director of Transportation

**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:

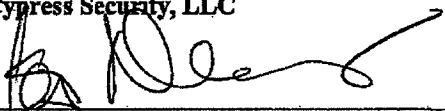

Compensation shall be made in monthly payments for work, as set forth in Section 4 of this Agreement, that the Executive Director/CEO, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$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.

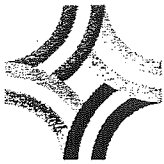
Such section has been amended to read as follows:

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.

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



SUBJECT:	Sixth Amendment-Cypress Security, for Armed/Unarmed Security Services. The purpose of the amendment is to extend the current contract.
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Executive Summary of Signature Request

The purpose of routing this form for signature is for you to review and approve the attached contract or contract amendment for signature by Edward D. Reiskin, Director of Transportation or his designee.

Final Routing	Approval Authority	Initials	Date	Comments
6	Geoffrey Diggs Contracts & Procurement	N/A		Forward final signed documents & PO.
5	Sonali Bose CFO/Director of Finance & Information Technology	SB	7/31/14	Index Code 7/31/14 685012
4	Christopher Grabarkiewicz Acting Director of Security, Investigations, and Enforcement	CG	7/22/14	
3	John I. Kennedy Deputy City Attorney	JIK	7/22/2014	
2	Virginia Harmon Senior Manager Contracts & Procurement	VB	7/22/14	
1	Ashish Patel Manager, Contracts & Procurement	AP	7/22/14	

Please return to Geoffrey Diggs at OSVN Sixth Floor or call x 749-2477 for any corrections.



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

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

THIS AMENDMENT (this "Amendment") is made as of **July 21, 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.

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, Third Amendment dated September 1, 2011, Fourth Amendment dated February 5, 2013, and Fifth Amendment dated September 23, 2013.

1b. 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:

Subject to Section 1, the term of this Agreement shall be from the original effective date of **September 1, 2008 to August 31, 2014.**

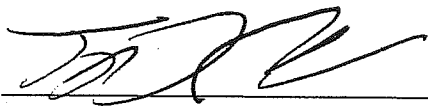
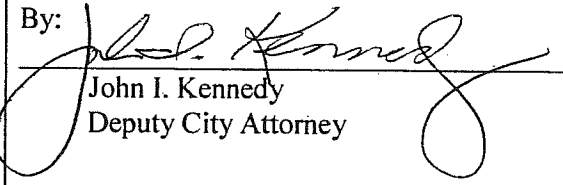
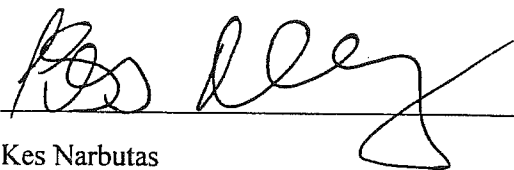
Such section is hereby amended in its entirety to read as follows:

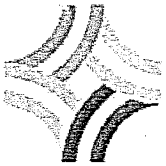
Subject to Section 1, the term of this Agreement shall be from the original effective date of **September 1, 2008 to September 30, 2014.**

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 21, 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.

CITY San Francisco Municipal Transportation Agency  <hr/> Edward D. Reiskin Director of Transportation Approved as to Form: Dennis J. Herrera City Attorney By:  <hr/> John I. Kennedy Deputy City Attorney	CONTRACTOR Cypress Security, LLC  <hr/> Kes Narbutas CEO 452 Tehama Street San Francisco, CA 94103 City vendor number: 46964
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Cypress Security Services

Fifth Amendment

SUBJECT:	The purpose of this amendment is to amend Appendix B (calculations of charges)
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Executive Summary of Signature Request

The purpose of routing this form for signature is for you to review and approve the attached contract or contract amendment for signature by Edward D. Reiskin, Director of Transportation or his designee.

Final Routing	Approval Authority	Initials	Date	Comments
7	Geoffrey Diggs Contracts & Procurement	N/A		Forward final signed documents & PO.
6	Tess Navarro SFMTA Controller	bn	3/14/14	Certify funds available (encumbrance)
5	Sonali Bose CFO/Director of Finance & Information Technology	SB	3/14/14	Index Code 68SD12
4	Christopher Grabarkiewicz Acting Director, Security, Investigations, and Enforcement	CG	3/13/14	
3	John I. Kennedy Deputy City Attorney	JK	3/12/2014	
2	Virginia Harmon Senior Manager Contracts & Procurement	VA	3/10/14	Indicate CCO approval on the Contract Award Request Summary.
1	Ashish Patel Manager, Contracts & Procurement	AP	3/14/14	

Please return to Geoffrey Diggs, Contracts/Procurements, Sixth Floor or call 749-2477 for any corrections.



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

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

THIS AMENDMENT (this "Amendment") is made as of September 23, 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 change the billing rates paid for subcontractor(s) personnel.

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, Third Amendment dated September 1, 2011 and Fourth Amendment dated February 5, 2013.

1b. 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. Appendix B, Calculation of Charges is hereby amended by amending the following paragraph in its entirety to read as follows:

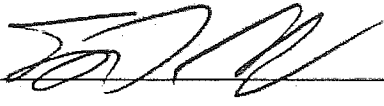
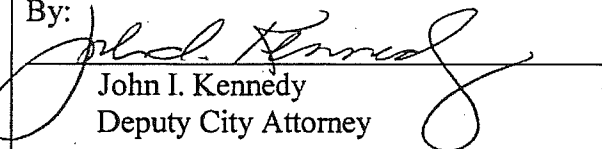
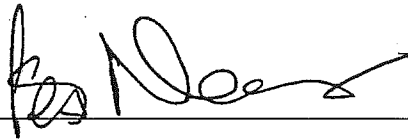
The billing rate for SFMTA approved overtime service hours is 150% of the regular hourly rate. The overtime cost is part of the 10.4% contingency estimate, except the overtime hours by the Customer Center employees which has been factored in the service hours listed in the above tables. In addition, notwithstanding the billing rates listed in Appendix B for Armed Security Officers or any other personnel employed by any subcontractor, the Contractor shall charge and submit billing invoices to the SFMTA that reflect the actual rates paid to any subcontractor(s) providing services under this Agreement if the actual rate paid to the subcontractor(s) does not exceed the applicable billing rate listed in Appendix B. When the Contractor submits a billing invoice that includes the actual rate paid to any subcontractor, the Contractor is authorized to

itemize and include an administrative fee equal to 1.16% for the total amount of the actual rate paid by the Contractor to any subcontractor during the billing period.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective as of September 23, 2013.

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 San Francisco Municipal Transportation Agency  Edward D. Reiskin Director of Transportation Approved as to Form: Dennis J. Herrera City Attorney By:  John I. Kennedy Deputy City Attorney	CONTRACTOR Cypress Security, LLC  Kes Narbutas CEO 452 Tehama Street San Francisco, CA 94103 City vendor number: 46964
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**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th 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 Grabarkiewctz
Proof of Payment Unit Manager
Security, Investigations & Enforcement Division
One South Van Ness Ave, 8th Floor, #8194
San Francisco, CA 94103
Telephone: 415-701-5440
Email: christopher.grabarkiewctz@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 & 22nd 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- 25th 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 SVN 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 SVN 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 to 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., 8th 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

Armed Services Assignments	# 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 ¹	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
TOTAL								33,354

Note: SFMTA Payroll Check Escort¹: 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

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

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

Table 3

Supervisor Assignments	# of staff needed	hours/day	Days/Week	Weeks/ year	Total hours/year
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
TOTAL					31,200

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
TOTAL					23,036

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
Armed Supervisors	\$31.79	1,392	\$44,251.68	\$32.67	4,160	\$135,907.20
Console Officers	\$28.83	8,736	\$251,858.88	\$29.71	26,208	\$778,639.68
Courier	\$33.24	696	\$23,135.04	\$34.14	2,080	\$71,011.20
Field Supervisors	\$27.25	2,912	\$79,352.00	\$28.13	8,736	\$245,743.68
Mobile Field Supervisor	\$27.25	1,940	\$52,865.00	\$28.13	5,824	\$163,829.12
Operations Coordinator	\$26.37	696	\$18,353.52	\$27.25	2,080	\$56,680.00
SOC Supervisors	\$28.83	2,912	\$83,952.96	\$29.71	8,736	\$259,546.56
Unarmed Security Officers	\$24.02	31,616	\$759,416.32	\$24.90	94,848	\$2,361,715.20
Video Assistants	\$25.49	2,912	\$74,226.88	\$26.37	8,736	\$230,368.32
Badging Clerk	\$33.24	696	\$23,1235.04	\$34.12	2,080	\$70,969.60
TOTAL		66,935	\$1,765,150.11		201,118	\$5,483,440.48

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
TOTAL		200,294	\$5,669,846.40		133,199	\$3,888,321.86

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
Total	601,546	\$16,806,758.85
10.4%Contingency		\$1,749,505.15
Grand Total		\$18,556,264.00

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.

CITY

**San Francisco
Municipal Transportation Agency**

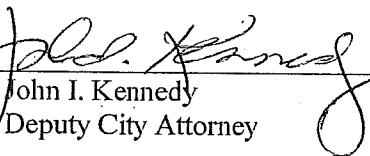


Edward D. Reiskin
Director of Transportation

Approved as to Form:

Dennis J. Herrera
City Attorney

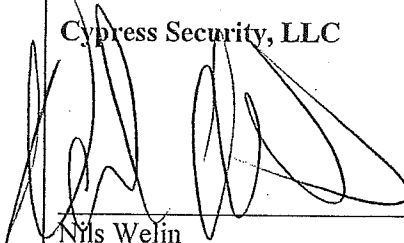
By:



John I. Kennedy
Deputy City Attorney

CONTRACTOR

Cypress Security, LLC



Nils Welin
CEO

452 Tehama Street
San Francisco, CA 94103

City vendor number: 46964



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).

PRODUCER MOC Insurance Services License No. 0589960 44 Montgomery Street, 17th Floor San Francisco CA 94104	CONTACT NAME: Tracy Cink PHONE (A/C No. Ext): (415) 957-0600 FAX (A/C No.): (415) 957-0577 E-MAIL ADDRESS: tcink@mocins.com														
INSURED Cypress Security, LLC 452 Tehama Street San Francisco CA 94103	<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 D:															
INSURER E:															
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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	AUTOMOBILE LIABILITY <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	UMBRELLA LIAB <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	Commercial Crime		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.

CERTIFICATE HOLDER**CANCELLATION**

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	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
--	---

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.

POLICY NUMBER:
BSPKG0235700

COMMERCIAL AUTO
CA 20 48 02 99

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.

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

**Third Amendment to Agreement with Cypress Security, LLC
for Armed and Unarmed Security Service**

THIS AMENDMENT (this "Amendment") is made as of **September 1, 2011**, 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, and the Second Amendment dated June 8, 2010.

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:

Section 2. Terms of Agreement. Section 2 currently reads as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from the Effective Date to **August 31, 2011.**

Such section has been amended to read as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from the original effective date of **September 1, 2008 to August 31, 2014.**

The first paragraph of Section 5. Compensation. The first paragraph of the Section 5 of the Agreement currently reads as follows:

5. Compensation

a. 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 **\$15,800,000** (fifteen million, eight 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:

5. Compensation

a. 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** (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.

Section 8. Submitting False Claims; Monetary Penalties. Section 8 is replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Section 15. Insurance subsection. Section 15 of the Agreement currently reads as follows:

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

A. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and SFMTA, its Officers, Agents and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

B. All policies shall provide thirty (30) days' advance written notice to SFMTA of reduction or non-renewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Office of Deputy Director of Security and Enforcement
San Francisco Municipal Transportation Agency
One South Van Ness Ave, 8th Floor
San Francisco, CA 94103

AND

Office of Contract Procurement
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

i. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

j. The Contractor shall furnish and maintain throughout the term of this Contract the following bonds, on forms furnished by City (copies attached) and at no expense to SFMTA:

(1) A corporate surety bond, in a sum not less than \$800,000 to guarantee the faithful performance of this contract.

(2) A corporate surety bond, in the sum of \$800,000, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract.

A. Corporate sureties issuing these bonds shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have a current A.M. Best rating not less than "A-, VIII" or as otherwise approved by the City's Risk Management and Controller.

B. The bonds shall be renewed annually for multi-year contracts. SFMTA shall be given a minimum of thirty (30) days advance notice in the event that the surety intends to cancel or not renew the bond by the surety as well as the Contractor. In such event, Contractor shall, prior to the effective date of cancellation or termination, substitute another, and sufficient, surety to be approved by City. During the period covered by the Contract, if any of the sureties upon the bond become insolvent or, in the opinion of City, unable to pay promptly the amount of such bond to the extent to which the surety might be liable, Contractor, within thirty (30) days after notice given by City to Contractor, shall buy

supplemental bond or otherwise, substitute another and sufficient surety approved by City in place of the surety becoming insolvent or unable to pay.

C. If, due to cancellation, failure to renew, or insolvency, Contractor fails to substitute another and sufficient surety within the applicable time period, City, in addition to any other remedies available to it under law, and notwithstanding any other provision of this agreement to the contrary, shall have the option to immediately declare a material breach of this Contract, terminate the Contract, and/or bring any proper suit or proceeding against monies then due or which thereafter may become due Contractor under the Contract.

(3) A blanket position bond insuring each employee for a maximum amount of \$10,000 or a scheduled fidelity bond covering employees who perform tasks relating to the SFMTA Revenue Unit for \$2,500 and a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$100,000 with any deductible not to exceed \$5,000 and including SFMTA as additional obligee or loss payee as its interest may appear.

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

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

Section 25. Notices to the parties. Section 25 of the Agreement currently reads 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:

Office of Deputy Director of Security and Enforcement
San Francisco Municipal Transportation Agency
One South Van Ness Ave, 8th Floor
San Francisco, CA 94103

AND

Office of Contract Procurement

San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

To Contractor:

Nils Welin
Cypress Security, LLC
452 Tehama Street
San Francisco, CA 94103
Phone #: 415-240-4495
E-mail: nwelin@cypress-security.com
Fax #: 415-352-1910

AND

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

Any notice of default must be sent by registered mail.

Such section is 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: Joy Houlihan
Deputy Director Security and Enforcement
Safety, Training, Security & Enforcement Division
One South Van Ness Ave, 8th Floor
San Francisco, CA 94103
Telephone: 415-701-5440
Email: joy.houlihan@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

Section 33. Local Business Enterprise Utilization; Liquidated Damages. b. (2) Subcontracting Goals of the Agreement currently reads as follows:

33. Local Business Enterprise Utilization; Liquidated Damages

b. Compliance and Enforcement

(2) Subcontracting Goals

The LBE subcontracting participation goal for this contract is five percent (5%). Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

Such section has been amended in its entirety to read as follows:

The LBE subcontracting participation goal for this contract is **fifteen percent (15%)**. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

Section 42. Limitations on Contributions. Section 42 of the agreement is amended in its entirety to read as follows:

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each

member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

Section 43. Requiring Minimum Compensation for Covered Employees. Section 43 of the Agreement is amended in its entirety to read as follows:

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance.

The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

Section 44. Requiring Health Benefits for Covered Employees. Section 44 is amended in its entirety to read as follows:

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

l. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

Section 45. First Source Hiring Program. Section 45 is amended in its entirety to read as follows:

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly

withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

Appendix A. SFMTA Security Guard Services Scope of Work, Subsection 1. Definitions, Paragraph A. Agreement, Contract of the Agreement currently reads as follows:

1. Definitions

For the purpose of the Special Conditions in this Contract proposal, the following terms shall have the following meanings:

A. Agreement, Contract. The contract to be negotiated and executed by the SFMTA and the successful proposer, which shall include this Request for Proposals, the Contractor's proposal, the Post Orders, Staffing Plan, Facility Patrol Plan, Training Plan and Standard Operating Procedures, and all other attachments and appendices to those documents.

Such subsection and the paragraph have been amended in their entirety to read as follows:

1. Definitions

For the purpose of the Special Conditions in this Agreement, the following terms shall have the following meanings:

A. Agreement, Contract. The contract to be negotiated and executed by the SFMTA and the successful proposer, which shall include the Request for Proposals, the Contractor's proposal, the Post Orders, Staffing Plan, Facility Patrol Plan, Training Plan and Standard Operating Procedures, and all other attachments and appendices to those documents.

Appendix A. Security Guard Services Scope of Work, Section 7. B. Regular Locations, Subsection ix. SFMTA Headquarters of the Agreement currently reads as follows:

ix. SFMTA Headquarters – located at 1 South Van Ness Avenue is owned by the City and leased by SFMTA (SFMTA currently occupies the 7th, 3rd & Basement levels, and anticipates occupying the 6th floor in 2008). 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.

Such section has been amended in its entirety to read as follows:

ix. SFMTA Headquarters – located at One South Van Ness Avenue and is owned by the City and leased by SFMTA. SFMTA currently occupies the third, sixth, seventh, and half of the eighth floors, as well as the basement level at 11 Van Ness Avenue. SFMTA Headquarters is occupied by the Executives Offices; Administration, Taxi and Accessible Services; Capital programs and Constructions; Finance and Information Technology; Safety and Security Management; Sustainable Streets; and Transit Services.

Appendix A, Section 3. Initial Contract Deliverables, Subsection I. Report Templates of the Agreement currently reads as follows:

A. Report Templates.

Upon the Effective Date, Contractor shall provide to SFMTA templates for all reports that are required by this Contract (Emergency Reports, Training Affidavits, Incident Reports, Guard Timesheets, Lost/Stolen Item Reports, a Daily Security Report (DSR), Radio Logs, Armed Guard Daily Report, Observer Reports, monthly invoice, and an Excel matrix of Planned/Unplanned Scheduled Events to track date/time of event, location, number of guards, hours of service, etc.) for SFMTA approval. The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

Such section has been amended in its entirety to read as follows:

A. Report Templates

Upon the Effective Date, Contractor shall provide to SFMTA templates for all reports that are required by this Contract (Training Affidavits, Incident Reports, Guard Timesheets, a Daily Security Report (DSR), Radio Logs, Armed Guard Daily Report, Observer Reports, monthly invoice, and an Excel matrix of Planned/Unplanned Scheduled Events to track date/time of event, location, number of guards, hours of service, etc.) for SFMTA approval. The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

Appendix A, Section 6. Equipment of the Agreement currently reads as follows:

6. EQUIPMENT

- A. Flashlight and batteries;
- B. Flashlight holder, black, ring or snap style;
- C. Radio holder, black;
- D. Handcuffs and case or pouch (if required);
- E. Expandable baton (if required by SFMTA);
- F. Expandable baton holder, black (if required);
- G. Whistle (thunder type) with chain attachment;
- H. .40 Caliber Semi-automatic firearms for armed Guards only or other firearm if requested by the SFMTA
- I. Approved chemical agent (subject to prior approval of use of chemical agents by the Management of Enforcement and Security, SFMTA);
- J. Body armor to the extent determined necessary by Contractor;
- K. Vehicles for Field Supervisor and Graffiti Unit;
- L. Cellular telephones for all Supervisors
- M. All other equipment determined by Contractor to be reasonably necessary to the successful performance of the Services.

Such section has been amended in its entirety to read as follows:

6. EQUIPMENT

- A. Flashlight and batteries;
- B. Flashlight holder, black, ring or snap style;
- C. Radio holder, black;
- D. Handcuffs and case or pouch (if required);
- E. Expandable baton (if required by SFMTA);
- F. Expandable baton holder, black (if required);
- G. Whistle (thunder type) with chain attachment;
- H. 40 Caliber Semi-automatic firearms for armed Guards only or other firearm if requested by the SFMTA
- I. Approved chemical agent (subject to prior approval of use of chemical agents by the Management of Enforcement and Security, SFMTA);
- J. Body armor to the extent determined necessary by Contractor;
- K. Vehicles for Field Supervisor and Unit;
- L. Cellular telephones for all Supervisors

M. All other equipment determined by Contractor to be reasonably necessary to the successful performance of the Services.

Appendix A, Section 7. Sites, Subsection B. Regular Locations of the Agreement currently reads as follows:

B. Regular Locations.

Contractor shall provide regular Guard Services 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 currently occupies the 7th, 3rd & Basement levels, and anticipates occupying the 6th floor in 2008). 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 1 South Van Ness. 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:

- (a) One unarmed Guard shall be posted at the front desk for metal detector monitoring.
- (b) A second armed Guard shall patrol the interior perimeter on a regular basis and escort daily deposits to the Revenue Center.
- (c) The Guards shall be responsible for opening the Customer Service Center at 8am and closing the facility to the public at 5 pm.

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 & 22nd 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. **Sixth & King** – is used as a temporary storage yard for trains until Muni Metro East is completed in late 2008.

xiv. **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.

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

xvi. **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.

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.

C. Future Sites

(a) **Muni Metro East** – is in the final construction phase and is scheduled to be completed in September of 2008

(b) *Islais Creek* –(Kirkland Replacement) is still in development, with a 2010 tentative completion date for project

(c) *Additional sites as requested by the SFMTA.*

Such section has been amended in its entirety to read as follows:

B. Regular Locations

Contractor shall provide regular Guard 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 currently occupies the 7th, 3rd & Basement levels, and anticipates occupying the 6th floor in 2008). 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:

(a) One unarmed Guard shall be posted at the front desk for metal detector monitoring.

(b) A second Guard shall patrol the interior perimeter on a regular basis and escort daily deposits 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 & 22nd 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- 25th Street, San Francisco for LRV storage, dispatching and maintenance facility.

D. Future Sights

i. **Islais Creek** –(Kirkland Replacement) is still in development, with a 2010 tentative completion date for project

ii. **Additional sites as requested by the SFMTA.**

Appendix A, Section 8. Personnel, Subsection G. Training Requirements of the Agreement currently reads 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:

b. 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.

c. Console Supervisor-Unarmed (Security, 875 Stevenson St) 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.

d. Video Guard-Unarmed (Trailer & 875 Stevenson St.) 3 days

Training will include instruction on how to monitor multiple cameras at multiple platforms, facilities and sites for unusual activities, video downloading procedures, incident report writing and emergency contact procedures.

e. Tower Guard-Unarmed (Revenue Center-1 SVN 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.

f. Armed Revenue Supervisor (Revenue Center-1 SVN 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.

g. 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.

h. Graffiti Supervisor-Unarmed 3 days

Training for this position will include all training in procedures provided to Graffiti Patrol Guards. As this is a supervisory position those assigned to this position will also be trained on how to schedule Guards assigned to this unit and how to fill open posts.

i. Graffiti Patrol-Unarmed 3 days

Training will include learning the routes to all SFMTA bus yards, facilities, portals, stations and platforms where Graffiti is likely to occur, pictorial and written documentation of procedures for Graffiti attacks, as well as safe vehicle usage. They will also be instructed on proper radio usage.

j. 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.

k. 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.

l. Cable Car Observers (2 days MTA training)

Cable Car Observer Training will include an orientation to SFMTA and its cable car fare handling operations. The training will consist of a review of the rules, policies and procedures that all cable car operators (grip men and conductors) are required to follow regarding proper cash handling. Training will include types of violations and previously discovered methods of inappropriate handling of funds.

Personnel assigned to the Cable Car Observer position should be fully trained in undercover investigations and loss prevention as well as proper report writing techniques. Previous training should also include observation techniques and documentation, communications and signaling when working with a partner, legal and liability issues, court room procedures and demeanor, and conflict resolution. Documentation of training shall be provided to SFMTA for any Guard assigned to the SFMTA Cable Car Observer program prior to the assignment.

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.

Such section has been 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 SVN 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 SVN 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 for this position will include all training in procedures provided to Mobile Patrol Guards.

g.. Mobile Patrol-Unarmed 3 days

Training will include learning the routes to all SFMTA bus yards, facilities, portals, stations and platforms where Graffiti and/or other security incidents are likely to occur, pictorial

and written documentation of procedures for Graffiti attacks 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.

Appendix A, Section 9. Types of Services, Section 10. Times of Service, Section 11. Reports and Meetings of the Agreement currently 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 Officer Guards

Contractor shall provide Armed Revenue Escort Security Officer Guards who are assigned to Revenue escort duties. These Guards must be armed and fully equipped (.40 Caliber Semi-automatic, handcuffs, baton, approved chemical agent, 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 making sure 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. Guards at this post shall screen individuals through metal detectors installed at the Vault entrances and shall also use handheld scanners to isolate detected items and conduct searches as authorized by SFMTA Security

ii. Senior Console Supervisor

One Senior Supervisor (Monday through Friday) shall be responsible for monitoring the deployment of Guards and supervising all consoles, Mobile Patrols, and unarmed Guard operations, managing communications, and reporting directly to the Contractor's Account Manager. The Senior Console Supervisor shall be responsible for scheduling all Guards and Relief, as well as monitoring all access and CCTV systems, making CD copies of CCTV recordings and backing up of access control system databases as instructed SFMTA. SFMTA requires a minimum of one (1) unarmed Console Supervisor to be assigned to Security Control Consoles per 8-hour shift.

iii. Security Control Console Monitors

Contractor shall provide Guards to monitor Security Control Consoles, at 2-3 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.

iv. 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 to 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.

v. Graffiti Unit Supervisor

Contractor shall provide a Graffiti Unit Supervisor who shall supervise Graffiti Unit personnel and perform all of the duties of the Graffiti Unit Personnel described below. The Graffiti Unit Supervisor shall be responsible for scheduling Guards in the Graffiti Unit and their Relief. The Graffiti Unit 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.

vi. Graffiti Unit Guards.

Contractor shall provide uniformed and undercover Mobile Patrol Guards to prevent Graffiti from occurring and to gather evidence to prosecute vandals. The locations that must be patrolled by the Graffiti Unit include but are not limited to T-line platforms, the perimeters of all Sites, and any Site that is a bus, trolley or light rail vehicle storage yard. Graffiti Unit Guards may not be used as Relief.

(a) **The Graffiti Unit** must patrol the affected SFMTA Property following the report of a Graffiti attack on any bus, trolleys or light rail vehicle while parked on SFMTA Property. After arriving on site, Graffiti Unit Guards shall inventory vehicles with Graffiti, interview SFMTA employee(s) who reported or saw the incident, get a track sheet indicating where the coaches marred by Graffiti are located in the yard, and take digital photographs of the individual Graffiti "tags". The Guard will advise the Senior Console Supervisor to contact SFMTA Central Control with a request for SFPD to respond to the Site to issue a police report. The Guard shall remain on-site to assist SFPD. The Incident Report will include an SFPD case number along with photographs and a track sheet.

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 Graffiti Unit 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 one (1) administrative employee, to be stationed between the hours of 8 a.m. and 5 p.m., at a location to be determined by the SFMTA.

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 SFMTA gives at least four (4) hours notice of a request for additional Services. Guards requested under As-Needed Guard Service shall be paid at the regular rate for armed and unarmed Guards. SFMTA anticipates the As-Needed Guard Service requirements to be approximately 1,500 hours annually.

Contractor may be asked to provide armed or unarmed Guards for Emergency Guard Service. Contractor shall provide an Emergency Guard within 30 minutes of SFMTA request. Contractor may charge an emergency rate for the first four (4) hours of services only. After the first four hours, the rate of pay will revert to regular rates.

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 Deputy Director of Enforcement and Security.

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 5,000 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.
- ix. Whether the fare boxes on the vehicle are functioning properly.

H. Cable Car Observer's Program

The selected Contractor must provide personnel as needed and as approved by the designated MTA Security Manager to act as field observers on the Cable Cars. The primary function of the observers is to be alert for any fare handling violations. The unarmed plainclothes observers will be assigned to ride designated Cable Car lines. Observers will be

required to complete a report, provided by SFMTA, documenting their observations while riding each vehicle.

Observers shall work individually or in teams of two. They will work on an as needed basis, days and times may vary. A total of 6 to 8 part time personnel shall be hired so shifts can be rotated to avoid identification by Operators.

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 for two 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 Security Office at 875 Stevenson until the end of each calendar year.
- 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 one week prior to commencement for approval by the Deputy Director of Enforcement and Security. 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

i. 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.

ii. 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.

C. 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

D. 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:

- xiii. Bay to Breakers (armed)
- xiv. Halloween (armed and unarmed)
- xv. New Years Eve (armed and unarmed)
- xvi. Gay Freedom Day Weekend (armed)

- xvii. Rodeo (unarmed)
- xviii. Cable Car Bell Ringing (unarmed)
- xix. Fleet week (unarmed)
- xx. San Francisco 49ers Football games (armed)
- xxi. San Francisco Giants Baseball games (armed)

11. REPORTS AND MEETINGS

A. Quarterly Meetings

Contractor's Account Manager shall attend quarterly status meetings 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 reports must be submitted in a Microsoft Word or compatible format in the approved template as set forth in Section 3. Any changes to report content or formats requested by SFMTA shall be made at no cost to the SFMTA. All written reports are to be submitted by the beginning of the next business day to:

SFMTA Deputy Director of Enforcement and Security (or designee)
505 – 7th Street
San Francisco, CA 94103
(e-mail address and fax number to be provided at time of contract award)

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 Deputy Director of Enforcement and Security, 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) Lost/Stolen Item report: Guard completes report when a lost or stolen item is reported to provide description of lost/stolen item, location, name of facility and date.

(e) 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.

(f) Radio Logs: Record of all Guard and Supervisor radio transmissions that travel over the SFMTA designated radio frequency. Logs include time of transmission, station call letters and an hourly time check. Log is kept on file at the SFMTA Security Office.

(g) 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.

(h) 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.

Such sections have been 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:

v. *Armed Revenue Escort Security Officer Guards*

Contractor shall provide Armed Revenue Escort Security Officer Guards who are assigned to Revenue escort duties. These Guards must be armed and fully equipped (.40 Caliber Semi-automatic, handcuffs, baton, approved chemical agent, holsters) to escort Revenue staff.

vi. *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 making sure 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.

C. 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. Guards at this post shall screen individuals through metal detectors installed at the Vault entrances and shall also use handheld scanners to isolate detected items and conduct searches as authorized by SFMTA Security

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 Patrol Unit Supervisor*

Contractor shall provide a Mobile Patrol Unit Supervisor who shall supervise Graffiti Mobile Patrol Unit personnel and perform all of the duties of the Mobile Patrol Unit Personnel described below. The Mobile Patrol Unit 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. *Mobile Patrol Unit Guard*

Contractor shall provide uniformed and undercover Mobile Patrol Guards to prevent Graffiti and other security related incidents from occurring and to gather evidence to prosecute vandals and other criminals. The locations that must be patrolled by the Mobile Patrol Unit include but are not limited to T-line platforms, the perimeters of all Sites, and any Site that is a bus, trolley or light rail vehicle storage yard. Mobile Patrol Unit Guards may not be used as Relief.

a. **The Mobile Patrol Unit** must patrol the affected SFMTA Property following the report of a Graffiti attack or security incident on any bus, trolleys or light rail vehicle while parked on SFMTA Property. After arriving on site, Mobile Patrol Unit Guards shall inventory vehicles with Graffiti, interview SFMTA employee(s) who reported or saw the incident, get a track sheet indicating where the coaches marred by Graffiti are located in the yard, and take digital photographs of the individual Graffiti "tags". The Guard will advise the Senior Console Supervisor to contact SFMTA Central Control with a request for SFPD to respond to the Site to issue a police report. The Guard shall remain on-site to assist SFPD. The Incident Report will include an SFPD case number along with photographs and a track sheet.

v.i. *General Patrol / Access Control Officer*

also known as "Security Officer"

D. 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 Unit 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.

E. 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 one (1) administrative employee, 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 three (3) full-time Video Data Assistants at One South Van Ness Avenue.

F. 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 SFMTA gives at least four (4) hours notice of a request for additional Services. Guards requested under As-Needed Guard Service shall be paid at the regular rate for armed and unarmed Guards.

Contractor may be asked to provide armed or unarmed Guards for Emergency Guard Service. Contractor shall provide an Emergency Guard within 30 minutes of SFMTA request. Contractor may charge an emergency rate for the first four (4) hours of services only. After the first four hours, the rate of pay will revert to regular rates.

G. 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 Manager of Fare Inspection and Security.

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.

H. 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 two 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 Security Office at 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 one week prior to commencement for approval by the Manager of Fare Inspection and Security. 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.

I. 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

J. 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)
- 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. Quarterly Meetings

Contractor's Account Manager shall attend quarterly status meetings 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 reports must be submitted in a Microsoft Word or compatible format in the approved template as set forth in Section 3. Any changes to report content or formats requested by SFMTA shall be made at no cost to the SFMTA. All written reports are to be submitted by the beginning of the next business day to:

Joy Houlihan
Deputy Director Security and Enforcement
Safety, Training, Security & Enforcement Division
One South Van Ness Ave, 8th Floor
San Francisco, CA 94103
Telephone: 415-701-5440
Email: joy.houlihan@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 Manager of Enforcement and Security, 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.

R. Exhibit A – Security Hours Chart of Appendix A. The Tables 1, 2, 3 and 4 in the Exhibit A currently read as follows:

EXHIBIT A – Security Hours Chart

TABLE 1

Armed Services Assignments	# of staff needed	Hours/Day	Days/Week	Days/ Month	Hours/ Month	Weeks/Year	Notes	Total Hours/year
Accompany SFMTA staff to collect and distribute passes to vendors	3	7	n/a	4	84	n/a		1,008
Accompany SFMTA staff to collect and distribute RTC passes to vendors	3	7	n/a	4	84	n/a		1,008
Accompany SFMTA staff to deliver passes to Safeway for distribution to participating outlets	1	4	n/a	1	4	n/a		48
AM, Powell/Market Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
PM, Powell/Market Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
AM, Hyde/Beach Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
PM, Hyde/Beach Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
AM, Bay/Taylor Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
PM, Bay/Taylor Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
Line Sales, F-Line: Stand near revenue staff selling tickets in line.	2	9	7	n/a	n/a	14	In operation from Memorial Day to Labor Day 14 weeks)	1,764
Montgomery Street Station Pass sales; regular shifts (year round)	1	7.25	5	n/a	n/a	52		1,885

Armed Services Assignments	# of staff needed	Hours/Day	Days/Week	Days/ Month	Hours/ Month	Weeks/Year	Notes	Total Hours/year
Montgomery Street Station Pass sales; monthly peak-time shifts (1st and 4th wks of each month)	1	7.25	5	n/a	n/a	26		943
MMX, Wkday shift, 1-coll.-rev in subway station; 1 stays w/ rev. vehicle	2	7	5	n/a	n/a	52		3,640
MMX, Weekend shift, 1-coll.-rev in subway station; 1 stays w/ rev. vehicle	2	5	2	n/a	n/a	52		1,040
Change Machines 1-coll.-rev from machine; 1 stays w/ rev. vehicle	2	6	7	n/a	n/a	52		4,368
Autelca machines, 1-coll.-rev from machine; 1 stays w/ rev. vehicle (19th Avenue)	2	2.5	5	n/a	n/a	52		1,300
Subway Collection, weekday, PM 1- collect revenue; 1-stay with vehicle	2	3.5	5	n/a	n/a	52		1,820
Subway Collection, Saturday PM 1- collect revenue; 1-stay with vehicle	2	7	1	n/a	n/a	52		728
Subway Collection, Sunday PM 1-1 collect revenue; 1-stay with vehicle	2	2.5	1	n/a	n/a	52		260
PM CUBIC collection truck from divisions	1	7	6	n/a	n/a	52		2,496
F-Line Streetcar collection	1	8	6	n/a	n/a	52		936
F-line Streetcar collection Saturday	1	8	1	n/a	n/a	52		416
Baseball	2	4.5	n/a	n/a	n/a	n/a	77 games/year	693
Special Events	2	10					65 days per year	1,300
TOTAL								43,125

TABLE 2

Unarmed Guard Services Assignments	Site	# of staff needed	Hours/Day weekdays (x 5 days)	Hours/weekends (x 2 days)	Total hours weekly	Days/Week	Weeks/year	Notes	Total Hours/Year
Back Gate	Geneva	1	8	24	88	n/a	52	wkday shifts are 9p to 5a, weekends run 5a Sat to 5a Monday, unless otherwise indicated.	4,576
Front and Back Gate	Green	1	8	24	88	n/a	52		4,576
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	1	8	8	56	n/a	52		2,912
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	8	24	88	n/a	52	Hours: 6p to 6a	4,576
Museum/Barn	Cable Car	1	8	8	56	n/a	52		2,912
Tower Guard-Revenue Center-One South Van Ness		1	24	7	n/a	n/a	52		8,736
Graffiti Patrol	All Sites	4	8	8	224	n/a	52		11,648

Unarmed Guard Services Assignments	Site	# of staff needed	Hours/Day weekdays (x 5 days)	Hours/weekends (x 2 days)	Total hours weekly	Days/Week	Weeks/year	Notes	Total Hours/Year
General Patrol – Metro East (9/1/08)	6th and King	1	24	n/a	168	7	52		8,736
General Patrol	6th and King/ swing -grave	1	8	n/a	56	7	52		2,912
General Patrol	Marin	1	24	n/a	168	7	52		8,736
General Patrol	Marin (night)	1	12	n/a	84	7	52		4,368
Customer Services Center – 11 South Van Ness							52- 178 holiday hours	2 Guards total, 1 armed and 1 unarmed	3,984
Special Events		2	8		n/a	n/a	60 days/year		960
TOTAL									98,336

TABLE 3

Supervisor Assignments	# of staff needed	hours/day	Days/Week	Weeks/ year	Total hours/year
Senior Console Supervisor (M-F Days)	1	8	5	52	2,080
Security Console Supervisor (M-F Swing and Grave)	1	16	5	52	4,160
Security Console (weekend)	1	24	2	52	2,496
Armed Supervisor (Shift TBD)	1	24	7	52	8,736
Field Supervisor	1	24	7	52	8,736
Graffiti Supervisor	1	8	5	52	2,080
TOTAL					28,288

TABLE 4

Miscellaneous Assignments	No. Staff	Hours/Day	Days/Week	Weeks/Year	Hours/Year
Video Surveillance Stevenson (Swing and Grave)	1	16	7	52	5,824
Video Surveillance T-line Trailer (hours TBD)	2	26	7	52	18,928
Administrative Support	1	8	5	52 wks (- 88 hours)	1,992
Account Manager	1	8	5	52 wks (-88 hours)	1,992
TOTAL					28,736

These tables have been amended in their entirety to read as follows:

EXHIBIT A – Security Service Hours

Table 1

Armed Services Assignments	# 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		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
AFC – Clipper Protective Detail	2	12	4	n/a	208	52		2,496
SFMTA Payroll Check Escort ¹	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
TOTAL								31,274

Note: SFMTA Payroll Check Escort¹ 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.

Amended Exhibit A of Appendix A to the Agreement with Cypress
SFMTA P-550 (5-10)

Table 2

Unarmed Guard Services Assignments	Site	# of staff needed	Hours/Day weekdays (x 5 days)	Hours/ weekends (x 2 days)	Total hours weekly	Days/ Week	Weeks/ year	Notes	Total Hours/ Year
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 Services Center	11 South Van Ness Ave.								
Patrol/Gate	Metro East	9	72	72	504	7	52		26,208

Unarmed Guard Services Assignments	Site	# of staff needed	Hours/Day weekdays (x 5 days)	Hours/weekends (x 2 days)	Total hours weekly	Days/Week	Weeks/year	Notes	Total Hours/Year
Video Surveillance Console	Metro East	6	48	48	336	7	52		17,472
Special Events ¹		10	n/a	n/a	n/a	n/a	n/a		400
Tunnel Mobile Patrol	Various	1	16	16	112	7	52		2,912
SFMTA Pass Distribution ²	Safeway	1	n/a	n/a	n/a	n/a	12		48
SFMTA Pass Distribution ³	Muni	3	n/a	n/a	n/a	n/a	24		504
SFMTA Pass Distribution ⁴	RTC	3	n/a	n/a	n/a	n/a	24		504
TOTAL									123,968

Note: Special Event¹, SFMTA Pass Distribution Safeway², SFMTA Pass Distribution Muni³, SFMTA Pass Distribution RTC⁴ will have variable service hours depending on the needs at the time of service. The Total Hours/Year for each service is an estimated not-to-exceed total annual amount.

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

Table 3

Supervisor Assignments	# of staff needed	hours/day	Days/Week	Weeks/year	Total hours/year
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	24	7	52	8,736
Mobile Patrol Supervisor	1	8	7	52	2,912
TOTAL					24,544

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

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	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	3	5	52	1,560
Video Data Assistance	3	8	7	52	8,736
Badging Clerk	1	8	5	52	2,080
TOTAL					20,956

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

S. Appendix B Calculation of Charges. Appendix B currently reads as follows:

**Appendix B
Calculation of Charges**

Description of Assignment	Estimated Unit (Hourly) Per Year	Straight Time Rate Per Hour	Total Estimated Price
Unarmed Security Guard	98,336	\$21.38	\$2,102,423.68
Armed Security Guard	43,125	\$25.06	\$1,080,712.50
Observed Program Personnel	5,000	\$21.70	\$108,500.00
Cable Car Observer Program Personnel	2,500	\$21.70	\$54,250.00
Unarmed Supervisor Rate	19,552	\$24.61	\$481,174.72
Sr. Unarmed Supervisor	1,992	\$24.94	\$49,680.48
Armed Supervisor Rate	8,736	\$29.15	\$254,654.40
Unarmed Security Guard – Emergency Rate	As Needed	\$32.10	N/A
Armed Security Guard – Emergency Rate	As Needed	\$43.01	N/A
Video Surveillance	24,752	\$26.19	\$604,443.84
Sr. Console Supervisor	1,992	\$26.19	\$52,170.48
Administrative Support	1,992	\$30.60	\$60,995.20
Account Manager	1,992	\$35.67	\$71,054.64
TOTAL COST PER YEAR			\$4,920,019.94

Such Appendix is amended in its entirety to read 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	\$33.24	696	\$23,135.04	\$34.14	2,080	\$71,011.20
Armed Security Officers	\$27.70	10,424	\$288,744.80	\$28.58	31,274	\$893,810.92
Armed Supervisors	\$31.79	1,392	\$44,251.68	\$32.67	4,160	\$135,907.20
Console Officers	\$28.83	8,736	\$251,858.88	\$29.71	26,208	\$778,639.68
Courier	\$33.24	696	\$23,135.04	\$34.14	2,080	\$71,011.20
Field Supervisors	\$27.25	2,912	\$79,352.00	\$28.13	8,736	\$245,743.68
Mobile Patrol Unit	\$27.25	1,940	\$52,865.00	\$28.13	5,824	\$163,829.12
Operations Coordinator	\$26.37	696	\$18,353.52	\$27.25	2,080	\$56,680.00
SOC Supervisors	\$28.83	2,912	\$83,952.96	\$29.71	8,736	\$259,546.56
Unarmed Security Officers	\$24.02	31,616	\$759,416.32	\$24.90	94,848	\$2,361,715.20
Video Assistants	\$25.49	2,912	\$74,226.88	\$26.37	8,736	\$230,368.32
Badging Clerk	\$33.24	696	\$23,123.50	\$34.12	2,080	\$70,969.60
TOTAL		66,935	\$1,765,150.11		200,742	\$5,470,280.48

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	\$35.02	2,080	\$72,841.60	\$35.90	1,386	\$49,757.40
Armed Security Officers	\$29.46	31,274	\$921,332.04	\$30.34	20,849	\$632,558.66
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
Field Supervisors	\$29.01	8,736	\$253,431.36	\$29.89	5,824	\$174,079.36
Mobile Patrol Unit	\$29.01	5,824	\$168,954.24	\$29.89	3,882	\$116,032.98
Operations Coordinator	\$28.13	2,080	\$58,510.40	\$29.01	1,386	\$40,207.86

Amended Appendix B to the Agreement with Cypress
SFMTA P-550 (5-10)

Category	Bill Rate (2013)	Total Hours	Cost	Bill Rate (2014)	Total Hours	Cost
SOC Supervisors	\$30.59	8,736	\$267,234.24	\$31.47	5,824	\$183,281.28
Unarmed Security Officers	\$25.78	94,848	\$2,445,181.44	\$26.66	63,232	\$1,685,765.12
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
TOTAL		200,742	5,646,933.44		133,825	\$3,882,292.72

Total Estimated Cost for Three-Year Contract Extension with 10.7% Contingency

Calendar Year	Hours	Cost
2011	66,935	\$1,765,150
2012	200,742	\$5,470,280
2013	200,742	\$5,646,933
2014	133,835	\$3,882,292
Total	602,244	\$16,764,657
10.7% Contingency		\$1,791,607
Grand Total		\$18,556,264

The billing rate for SFMTA approved overtime service hours is 150% of the regular hourly rate. The overtime cost is part of the 11.5% contingency estimate, except the overtime hours by the Customer Center employees which has been factored in the service hours listed in the above tables.

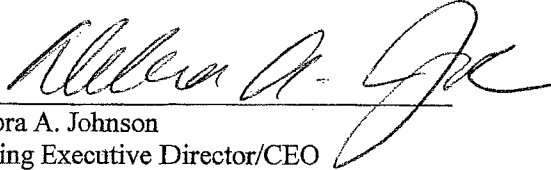
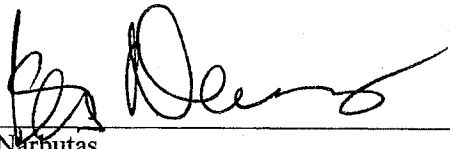
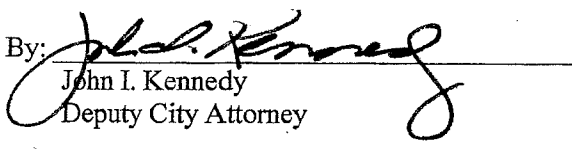
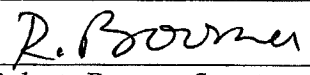
Total amended calculation of charges for the entire six-year contract

The projected actual expenditures for the first three contract years:	\$14,343,736
The estimated salary amount for the three extended contract years:	\$16,764,657
<u>10.7% Contingency for the three extended contract years:</u>	<u>\$1,791,607</u>
Total Contract Not-to-Exceed Amount:	\$32,900,000

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **September 1, 2011**

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	Cypress Security, LLC
 Debra A. Johnson Acting Executive Director/CEO	 Kes Narbutas President 452 Tehama Street San Francisco, CA 94103
Approved as to Form: Dennis J. Herrera City Attorney	City vendor number: 46964
By:  John I. Kennedy Deputy City Attorney	
Authorized by: San Francisco Municipal Transportation Agency Board of Directors	
Resolution No: <u>11-095</u>	
Adopted: <u>June 28, 2011</u>	
Attest:  Roberta Boomer, Secretary SFMTA Board of Directors	

FILE NO. 110812

RESOLUTION NO.

333-11

[Contract Amendment - Cypress Security, LLC – Security Services - an Additional
~~\$18,700,000~~ \$17,100,000]

Resolution authorizing the San Francisco Municipal Transportation Agency to amend
an expenditure contract with Cypress Security, LLC, to add an additional ~~\$18.7 million~~
\$17,000,000 to continue security services for an additional three years.

WHEREAS, Charter Section 9.118 requires the Board of Supervisors to approve
contracts, and amendments to contracts, having anticipated expenditures of ten million dollars
or more or the modification of such a contract having expenditures of more than five hundred
thousand dollars; and,

WHEREAS, In 2008, The Board of Supervisors approved Resolution No. 372-08
authorizing a three-year agreement with Cypress Security, LLC with an option to renew the
contract for up to an additional three years for an amount not to exceed \$15.8 million; and,

WHEREAS, Because the Third Amendment to the contract modifies the original
contract amount by more than \$500,000, it requires approval by the Board of Supervisors
pursuant to Charter section 9.118; and,

WHEREAS, Since the Contractor has been performing the contracted services;
SFMTA management has determined that the services provided so far are satisfactory, in
compliance with the Agreement, and within the allocated costs of the approved contract's
budget; and,

WHEREAS, The SFMTA wishes to exercise its option to add an additional \$18.7 million
to continue security services for an additional three years for a total contract amount not to
exceed ~~\$34.5~~ \$32.9 million; now, therefore, be it

1 RESOLVED, That pursuant to Charter Section 9.118, the San Francisco Board of
2 Supervisors authorizes the SFMTA to amend the Cypress Security, LLC Contract to add an
3 additional ~~\$18.7~~ \$17.1 million to continue security services for an additional three years for a
4 total contract amount not-to-exceed ~~\$34.5~~ \$32.9 million.
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City and County of San Francisco

Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 110812

Date Passed: August 02, 2011

Resolution authorizing the San Francisco Municipal Transportation Agency to amend an expenditure contract with Cypress Security, LLC, to add an additional \$17,100,000 to continue security services for an additional three years.

July 27, 2011 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

July 27, 2011 Budget and Finance Committee - RECOMMENDED AS AMENDED

August 02, 2011 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Mirkarimi and Wiener

File No. 110812

I hereby certify that the foregoing
Resolution was ADOPTED on 8/2/2011 by
the Board of Supervisors of the City and
County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor Edwin Lee

8/3/11

Date Approved

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 11-095

WHEREAS, The SFMTA collects more than \$230 million in annual revenue from transit fares, citation payments and sales of various fare media and has more than 15 facilities throughout the city, including transit stations, vehicle storage yards and service centers; and,

WHEREAS, The 2008 Request for Proposals issued by the SMFTA for Armed and Unarmed Security Services indicates that the maximum contract period would not exceed more than six years and that the SFMTA would have an option to extend the original three year contract term for a period not to exceed three additional years; and

WHEREAS, The SFMTA conducted a competitive procurement process, and selected Cypress Security, LLC to enter into an agreement to perform armed and unarmed security services for the SFMTA; and

WHEREAS, The original contract is a three-year term from September 1, 2008 to August 31, 2011; and

WHEREAS, The original not-to-exceed contract amount is \$15.8 million; and

WHEREAS, The Board of Supervisors approved Resolution No. 372-08 authorizing a three-year agreement with Cypress Security, LLC with an option to renew the contract for up to an additional three years for an amount not to exceed \$15.8 million; and

WHEREAS, Because the Third Amendment modifies the original contract amount by more than \$500,000, it requires approval by the Board of Supervisors pursuant to Charter section 9.118; and

WHEREAS, The First Amendment was executed on September 1, 2008; to update the hourly rates for certain types of security service; and

WHEREAS, The Second Amendment was executed on June 8, 2010 to modify the Appendix A, Section 8.A (Contractor Responsible for Personnel), and

WHEREAS, The Contractor has been performing the contracted services, SFMTA management has determined the services provided so far is satisfactory and in compliance with the Agreement, and the cost has been within the approved contract budget; and

WHEREAS, The SFMTA wishes to exercise the option to extend the current contract for additional three years with a total contract amount not to exceed \$34.5 million; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors recommends that the San Francisco Board of Supervisors approve the Third Amendment to the Armed and Unarmed Security Services Agreement with Cypress Security, LLC for a total contract amount not to exceed \$34.5 million and an additional three-year term to continue to provide security services at SFMTA facilities.

I hereby certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of JUN 28 2011

R. Boomer

Secretary, Municipal Transportation Agency Board

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

AP. ~~First~~ ^{Second} 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

CONTRACTOR

Municipal Transportation Agency

Cypress Security, LLC

By: _____

Nathaniel P. Ford Sr.
Executive Director/CEO

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

**City and County of San Francisco
Municipal Transportation Agency**

**First Amendment
Contract for Armed and Unarmed Security Guard Services**

THIS AMENDMENT (this "Amendment") is made as of **September 1, 2008**, 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.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to revise the rates per hour for security services associated with the Agreement.

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 [insert date of Agreement] 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 hereby modified as follows:

- a. Section Appendix B, Calculation of Charges of the Agreement currently reads as follows:

**Appendix B
Calculation of Charges**

	Description of Assignment	Estimated Unit (Hourly) Per Year	Straight Time Rate per Hour	Total Estimated Price
1.	Unarmed Security Guard	98,336	\$ 20.64	\$ 2,029,655.00
2.	Armed Security Guard	43,125	\$ 25.06	\$ 1,080,712.50
3.	Observer Program Personnel	5,000	\$ 21.19	\$ 105,950.00
4.	Cable Car Observer Program Personnel	2,500	\$ 21.19	\$ 52,975.00
5.	Unarmed Supervisor Rate	19,552	\$ 24.60	\$ 480,979.20
6.	Armed Supervisor Rate	8,736	\$ 29.15	\$ 254,654.40
7.	Unarmed Security Guard – Emergency Rate	As Needed	\$ 32.10	
8.	Armed Security Guard – Emergency Rate	As Needed	\$ 43.01	
9.	Video Surveillance	24,752	\$ 20.91	\$ 517,564.32
10.	Administrative Support	1,992	\$ 24.99	\$ 49,780.08
11.	Account Manager	1,992	\$ 29.09	\$ 57,947.28
		Total Cost Per Year		\$4,630,217.70

MTA approved overtime shall be billed at 150% of the applicable rate.

Appendix B is amended in its entirety to read as follows:

Appendix B Calculation of Charges

	Description of Assignment	Estimated Unit (Hourly) Per Year	Straight Time Rate per Hour	Total Estimated Price
1.	Unarmed Security Guard	98,336	\$ 21.38	\$2,102,423.68
2.	Armed Security Guard	43,125	\$ 25.06	\$1,080,712.50
3.	Observer Program Personnel	5,000	\$ 21.70	\$108,500.00
4.	Cable Car Observer Program Personnel	2,500	\$ 21.70	\$54,250.00
5.	Unarmed Supervisor Rate	19,552	\$ 24.61	\$481,174.72
6.	Sr. Unarmed Supervisor	1992	24.94	\$49,680.48
7.	Armed Supervisor Rate	8,736	\$ 29.15	\$254,654.40
8.	Unarmed Security Guard – Emergency Rate	As Needed	\$ 32.10	N/A
9.	Armed Security Guard – Emergency Rate	As Needed	\$ 43.01	N/A
10.	Video Surveillance	24,752	\$ 26.19	\$604,443.84
11.	Sr. Console Supervisor	1992	\$26.19	\$52,170.48
12.	Administrative Support	1,992	\$ 30.60	\$60,955.20
13.	Account Manager	1,992	\$ 35.67	\$71,054.64
			Total Cost Per Year	\$4,920,019.94

MTA approved overtime shall be billed at 150% of the applicable rate.

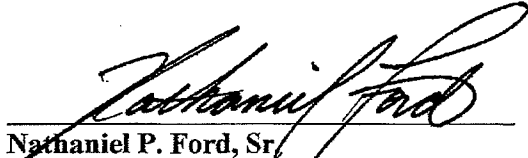
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this amendment.

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 this Amendment as of the date first referenced above.

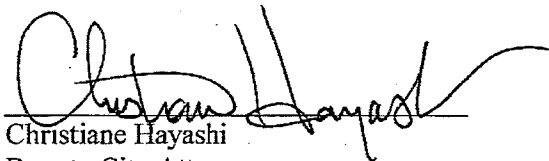
CITY

Approved by:


Nathaniel P. Ford, Sr.
Executive Director/CEO
San Francisco Municipal Transportation Agency

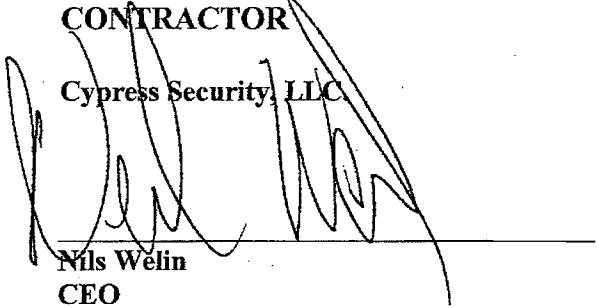
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Christiane Hayashi
Deputy City Attorney

CONTRACTOR

Cypress Security, LLC


Nils Welin
CEO
Cypress Security LLC
452 Tehama Street
San Francisco, CA 94103

City vendor number:

46964

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 14-143

WHEREAS, The SFMTA collects more than \$210 million in annual revenue from transit fares, citation payments, and sale of various fare media and has facilities throughout the City, including transit stations, vehicle storage yards and service centers; and,

WHEREAS, The SFMTA's facilities require the services of security guards to act as a first deterrent for inappropriate activity, ensure the safety of SFMTA personnel, protect SFMTA property and the public, and guard against vandalism; and,

WHEREAS, In 2008, the City entered into a contract for security services with Cypress Security, LLC, in a not-to-exceed amount of \$15.8 million, and for an original term of three-years, until August 31, 2011, with an option to extend the contract for three additional years; and

WHEREAS, The contract has been extended six times, to extend the contract to September 30, 2104, and to increase the contract amount to \$32.9 million; and

WHEREAS, On June 24, 2014, the SFMTA Board authorized the Director of Transportation to issue an Invitation for Bids for a new Armed and Unarmed Security Guard Services contract; and

WHEREAS, Staff recommended that the SFMTA Board of Directors award the contract to Andrews International, the lowest responsive and responsible bidder; and

WHEREAS, Due to conflicting information and other uncertainties regarding the amount of wages paid to existing workers, Andrews elected to withdraw from the process; and

WHEREAS, The Director of Transportation rejected all bids and will begin a new competitive procurement process in order to specify worker retention and compensation requirements; and

WHEREAS, In order to have sufficient time to complete a new solicitation, the SFMTA has prepared the Seventh Amendment to the Cypress Security Contract, extending the Contract through March 31, 2015 and increasing the contract amount to not exceed \$35.9 million; and

WHEREAS, The SFMTA has prepared an uncodified ordinance, which, if approved by the Board of Supervisors, will authorize the SFMTA to include provisions in a new contract that would require the payment of prevailing wages (as defined in the ordinance) by both the contractor and subcontractors to any individual providing security services under the contract, as well as transitional employment and retention for the prior contractor's employees; and

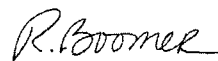
WHEREAS, SFMTA staff requests that the SFMTA Board authorize the Director of Transportation to issue a Request for Proposals containing these additional contractual provisions after the Board of Supervisors approves the uncodified ordinance; now, therefore, be it

RESOLVED, That SFMTA Board of Directors approves the Seventh Amendment to the Armed and Unarmed Security Services Agreement with Cypress Security, LLC, in an amount not to exceed \$35,900,000, and for a term ending March 31, 2015, subject to approval by the Board of Supervisors; and be it further

RESOLVED, That the SFMTA Board of Directors recommends that the Board of Supervisors approve an uncodified ordinance authorizing the SFMTA to include, in any contract for security services it executes within the next year after issuing a competitive solicitation, provisions that require payment of prevailing wages (as defined in the ordinance) by both the contractor and subcontractors to any individual providing security services under the contract, and transitional employment and retention for the prior contractor's employees; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to issue a Request for Proposals containing these additional contractual provisions after the Board of Supervisors approves the uncodified ordinance.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of September 16, 2014.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- ☒ 1. For reference to Committee.
An ordinance, resolution, motion, or charter amendment.
- ☐ 2. Request for next printed agenda without reference to Committee.
- ☐ 3. Request for hearing on a subject matter at Committee.
- ☐ 4. Request for letter beginning "Supervisor [] inquires"
- ☐ 5. City Attorney request.
- ☐ 6. Call File No. [] from Committee.
- ☐ 7. Budget Analyst request (attach written motion).
- ☐ 8. Substitute Legislation File No. []
- ☐ 9. Request for Closed Session (attach written motion).
- ☐ 10. Board to Sit as A Committee of the Whole.
- ☐ 11. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- ☐ Small Business Commission ☐ Youth Commission ☐ Ethics Commission
- ☐ Planning Commission ☐ Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative

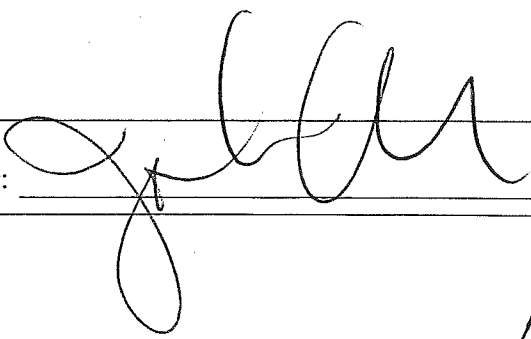
Sponsor(s):

Supervisor John Avalos

Subject:

Resolution - Seventh Amendment to Cypress Security, LLC Security Guard Contract

The text is listed below or attached:

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

From: Patel, Ashish [Ashish.Patel@sfmta.com]
Sent: Thursday, September 18, 2014 9:56 AM
To: Martinsen, Janet (MTA); Lamug, Joy
Subject: RE: Cypress Security Contract extension - Legislative packet
Attachments: 1 Cypress-Amd 1 of Agrmt.pdf; 2 Cypress Security Subcontracting Ammendment 6-8-10.pdf; 4 Completely Signed 4th Amendment to the Cypress Security Contract 730.1.0.pdf; 5 amendment 5 to Agreement with Cypress Security for Armed and Unarmed Security Services - 13-0903 (A Patel; G Diggs).pdf; Signed Amednment 6.pdf

Hi all,
See the attached.

Please note that was an error in the numbering of amendment 2. It mistakenly started amendment 1.

Thanks
Ashish Patel
Manager, Contracts & Procurement Office



Contracts & Procurement Office
One South Van Ness Ave, 6th Floor
San Francisco, CA 94103
☎: 415.701.4297
✉: Ashish.Patel@sfmta.com

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From: Martinsen, Janet
Sent: Thursday, September 18, 2014 9:43 AM
To: Lamug, Joy; Patel, Ashish
Subject: RE: Cypress Security Contract extension - Legislative packet

Good morning, Joy. Do you need them both electronically and as hard copies?

Janet

Janet L. Martinsen
Local Government Affairs Liaison



janet.martinsen@sfmta.com
415-701-4693w; 415-701-4737f

From: Lamug, Joy [<mailto:joy.lamug@sfgov.org>]
Sent: Thursday, September 18, 2014 9:22 AM
To: Martinsen, Janet
Cc: Wong, Linda
Subject: FW: Cypress Security Contract extension - Legislative packet

Good Morning Janet,

Thank you for the e files for the Cypress Security Contract Resolution (BOS File No. 140984). Unfortunately, there are some support documents that are missing. And the missing documents are Amendments 1, 2, 4, 5, and 6. Kindly provide these documents before end of the day today and kindly send it to bos.legislation email.

Please email or call me if any questions.

Thank you in advance.

Joy Lamug
Legislative Clerk
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244
San Francisco, CA 94102
Direct: (415) 554-7712 | Fax: (415) 554-5163
Email: joy.lamug@sfgov.org
Web: www.sfbos.org

Please complete a Board of Supervisors Customer Service Satisfaction form by clicking [here](#).

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors' website or in other public documents that members of the public may inspect or copy.

From: Hsieh, Frances (BOS)
Sent: Wednesday, September 17, 2014 9:53 AM
To: BOS Legislation (BOS)
Cc: Pollock, Jeremy (BOS); Lamug, Joy
Subject: FW: Cypress Security Contract extension - Legislative packet

From: Martinsen, Janet [<mailto:Janet.Martinsen@sfmta.com>]
Sent: Monday, September 15, 2014 3:16 PM
To: Wheaton, Nicole (MYR); Newman, Debra (BUD); Campbell, Severin (BUD); Stefani, Catherine

Cc: Auyoung, Dillon; Patel, Ashish (MIA); Hsieh, Frances (BOS)
Subject: FW: Cypress Security Contract extension - Legislative packet

Hi all

Please note that Supervisor Avalos will be introducing the attached legislation and supporting materials at tomorrow's BOS meeting.

As the existing contract will end on September 30, it is our hope that this resolution approving the extension can be heard at the September 24 Budget and Finance Committee meeting. Ashish Patel will be the point of contact for the Budget review.

Thank you as always for your support.

Sincerely

Janet

Janet L. Martinsen
Local Government Affairs Liaison



SFMTA

janet.martinsen@sfmta.com
415-701-4693w; 415-701-4737f
www.sfmta.com

Find us on:



From: Martinsen, Janet
Sent: Monday, September 15, 2014 2:51 PM
To: Hsieh, Frances
Cc: Auyoung, Dillon; Patel, Ashish
Subject: Cypress Security Contract extension - Legislative packet

Hi Frances

Here are the documents for the legislative packet. Dillon or I will bring by the hard copy packets later today or tomorrow before the start of the meeting.

Thanks

Janet

Janet L. Martinsen
Local Government Affairs Liaison



SFMTA

janet.martinsen@sfmta.com
415-701-4693w; 415-701-4737f
www.sfmta.com

Find us on:



FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Andrews International	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i> 1) Christopher Crampton, John Harford, Randy Andrews (2) No CEO, No CFO, No COO, Randy Andrew – President (3) Andrews Holding Co. owns 100% (4) Black Bear Security (5) None.	
Contractor address: 28001 Smyth Drive, Suite 106, Valencia, CA 91355	
Date that contract was approved:	Amount of contract: \$29,226,586.68
Describe the nature of the contract that was approved: Armed and Unarmed Security Services to provide armed and unarmed security services for an initial term of three years with an option to extend the term for up to three additional years.	
Comments: None	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☒ a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer:	Contact telephone number: ()
Address:	E-mail:

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

