

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of 1st day of **July, 2017**, in San Francisco, California, by and between **Allied Universal Security, 1600 Riviera Ave., Suite 375, Walnut Creek, CA 94596** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

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 increase the contract amount;

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 1st day of February, 2014 between Contractor and City, as amended by the:

Assignment and Assumption Agreement, dated October 23rd 2015

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

1c. 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 5.** Section 5, Compensation, Paragraph 1 of the Agreement currently reads as follows:

Compensation shall be made in monthly payments in accordance with Appendix C, "Method of Payment," for work, as set forth in Section 4 of this Agreement, that Executive Director, 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 **Nineteen Million, Seven Hundred Eighty Five Thousand, Three Hundred Ninety Two Dollars, (\$19,785,392)**. The breakdown of costs associated with this Agreement are provided for in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

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

Compensation shall be made in monthly payments in accordance with Appendix C, "Method of Payment," for work, as set forth in Section 4 of this Agreement, that Executive Director, 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 **Twenty-Two Million, Eight Hundred Two Thousand, Three Hundred Eleven Dollars, (\$22,802,311)**. The breakdown of costs associated with this Agreement are provided for in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

(f) **Appendix B.** Appendix B, Calculation of Charges, pp. 1 of the Aforesaid Agreement displays the original total amount of **\$19,785,392**.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, pp. 1, which displays the budget as herein modified.

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

CONTRACTOR

Recommended by:

ALLIED UNIVERSAL SECURITY

Trent Rhorer
Executive Director
Human Services Agency

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

Approved as to Form:

City vendor number: **[0000025762]**
Federal Employer ID Number: **[ID number]**

Dennis J. Herrera
City Attorney

By: _____
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract
Administration, and Purchaser