

**City and County of San Francisco  
Airport Commission  
P.O. Box 8097  
San Francisco, California 94128**

**Assignment and Assumption and First Modification**

THIS ASSIGNMENT (this "Assignment") and MODIFICATION (this "Modification") is made as of May 15, 2015, in San Francisco, California, by and between **SFO Shuttle Bus Company** ("Assignor") and **SFO Hotel Shuttle, Inc.** ("Assignee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission ("**Commission**").

RECITALS

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016; and

WHEREAS, on November 20, 2012, by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118; and

WHEREAS, On June 7, 2011, by resolution No. 234-11, the Board of Supervisors approved the contracting out of the services, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

WHEREAS, SFO Shuttle Bus Company's corporate parent, San Francisco Parking, Inc., has reorganized its structure and desires to assign Contract No.9254 originally dated October 9, 2012 to SFO Hotel Shuttle, Inc.; and SFO Shuttle Bus Company, SFO Hotel Shuttle, Inc. and the City mutually desire to assign SFO Hotel Shuttle, Inc. all of the duties, rights, responsibilities and benefits arising out of Contract No. 9254 as if SFO Hotel Shuttle, Inc. were the original contractor; and

WHEREAS, City and Contractor desire to modify Contract No. 9254 on the terms and conditions set forth in this Modification to Contract No. 9254 to include the cost of bus cleaning as a reimbursable expense, amend the name of Contractor, and update the administrative changes required by recently enacted San Francisco contracting ordinances; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

**1. Section 4. Services Contractor Agrees to Perform** is amended to reimburse Contractor for bus cleaning services in the amount of \$10,800 per month and reimburse Contractor the amount of \$324,000 for invoices during the period of December 2012 and April 2015. Assignor, Assignee and the City understand and agree that the services for bus cleaning shall not increase the total compensation set forth in the Agreement.

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

**25. Notices to the Parties.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor: Jeff Leonoudakis  
President  
SFO Shuttle Bus Company  
325 Fifth St.  
San Francisco, CA 94107  
[Jeff.Leonoudakis@SFOShuttle.net](mailto:Jeff.Leonoudakis@SFOShuttle.net)

If to Assignee: Jeff Leonoudakis  
President  
SFO Hotel Shuttle, Inc.  
54 Tanforan Avenue  
South San Francisco, CA 94080  
[Jeff.Leonoudakis@SFOShuttle.net](mailto:Jeff.Leonoudakis@SFOShuttle.net)

If to City: Daniel Pino  
Senior Transportation Planner  
San Francisco International Airport  
P.O. Box 8097  
San Francisco, CA 94128  
[Daniel.Pino@flysfo.com](mailto:Daniel.Pino@flysfo.com)

3. **New Section 32. Earned Income Credit (EIC) Forms** is hereby replaced in its entirety with a **New Section 32. Consideration of Criminal History in Hiring and Employment Decisions** to read as follows:

**32. Consideration of Criminal History in Hiring and Employment Decisions.**

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of Contract No. 9254 as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in Contract No. 9254 shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to the Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of Contract No.

9254, and shall apply only to applicants and employees who would be or are performing work in furtherance of Contract No. 9254, whose employment is or would be in whole or in substantial part physically located in the City and County of San Francisco, which excludes Airport property.

1) Applicants or employees who would be or are performing work in furtherance of Contract No. 9254 may be required to be screened by the U.S. Department of Homeland Security for security badging. A rejection by the U.S. Department of Homeland Security of an applicant's or employee's security badging application, and the resulting inability of the Contractor to hire the applicant or assign the employee to perform services under Contract No. 9254, shall not be considered an Adverse Action under Chapter 12T.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of Contract No. 9254.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.4, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under Contract No. 9254, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of Contract No. 9254. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of Contract No. 9254.

4. **Section 64. Labor Peace / Card Check Rule** is hereby replaced in its entirety to read as follows:

**64. Labor Peace / Card Check Rule.** Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of Contract No. 9254, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend Contract No. 9254; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate Contract No. 9254, in addition to exercising all other remedies available to him / her.

5. **Section 70. Assignment** is hereby added to the Agreement to read as follows:

**70. Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Contract No. 9254 and all of Assignor's duties and obligations thereunder, to the extent arising on or after the Effective Date

6. **Section 71. Assumption** is hereby added to the Agreement to read as follows:

**71. Assumption.** Assignee hereby accepts the assignment transfer and conveyance set forth in Section 1 and agrees to perform all of Assignor's duties and obligations under Contract No. 9254, to the extent arising on or after the Effective Date.

7. **Section 72. Mutual Indemnities** is hereby added to the Agreement to read as follows:

**72. Mutual Indemnities**

**a. Assignor.** Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of (a) any failure of Assignor to convey its interest pursuant to Section 70, free and clear of all third-party liens, claims or encumbrances or (b) any breach by Assignor of Contract No. 9254 or any other failure to perform or observe any of the duties or obligations of Assignor thereunder, to the extent such breach or failure arises prior to the Effective Date.

**b. Assignee.** Assignee shall indemnify, defend and protect Assignor, and hold Assignor harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any breach by Assignee of Contract No. 9254 or any other

failure to perform or observe any of the duties or obligations thereunder assumed by Assignee pursuant to this Assignment.

8. **Section 73. Governing Law of Assignment** is hereby added to the Agreement to read as follows:

**73. Governing Law of Assignment.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

9. **Section 74. Headings** is hereby added to the Agreement to read as follows:

**74. Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.

10. **Section 75. Entire Assignment** is hereby added to the Agreement to read as follows:

**75. Entire Assignment.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to Contract No. 9254 and supersedes all other oral or written provisions.

11. **Section 76. Further Assurances** is hereby added to the Agreement to read as follows:

**76. Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.

12. **Section 77. Severability of Assignment** is hereby added to the Agreement to read as follows:

**77. Severability of Assignment.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.

13. **Section 78. Successors; Third-Party Beneficiaries** is hereby added to the Agreement to read as follows:

**78. Successors; Third-Party Beneficiaries.** Subject to the terms of Contract No. 9254, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 79, nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

14. **Section 79. Consent of City; No Release of Assignor; Waivers** is hereby added to the Agreement to read as follows:

**79. Consent of City; No Release of Assignor; Waivers.** Each of Assignor and Assignee acknowledges that the prior written consent of City to this Assignment is required under the terms of the Contract No. 9254. City shall be a third party beneficiary of this Assignment (other than Section 72) and shall have the right to enforce this Assignment. Neither this Assignment nor the consent of City set forth below shall release Assignor in whole or in part from any of its obligations or duties under Contract No. 9254 if Assignee fails to perform or observe any such obligation or duty. Assignor has entered into this Assignment and obtained such consent of City based solely upon Assignor's independent investigation of Assignee's financial condition and ability to perform

under Contract No. 9254, and Assignor assumes full responsibility for obtaining any further information with respect to Assignee or the conduct of its business after the date of this Assignment. Assignor waives any right to require City to (a) proceed against any person or entity including Assignee, (b) proceed against or exhaust any security now or hereafter held in connection with Contract No. 9254, or (c) pursue any other remedy in City's power. Assignor waives any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person. Assignor shall not have and hereby waives any right of subrogation to any of the rights of City against Assignee or any other person and Assignor waives any right to enforce any remedy of Assignor against Assignee (including, without limitation, Section 72(b)) or against any other person unless and until all obligations to City under Contract No. 9254 and this Assignment have been paid and satisfied in full. Assignor waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by City with respect to the obligations under Contract No. 9254. Assignor authorizes City, without notice or demand and without affecting Assignor's liability hereunder or under Contract No. 9254 to: (i) renew, modify or extend the time for performance of any obligation under Contract No. 9254; (ii) take and hold security for the payment of any obligation under Contract No. 9254 and exchange, enforce, waive and release such security; and (iii) release or consent to an assignment by Assignee of all or any part of Contract No. 9254.

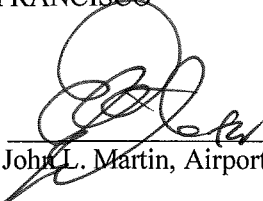
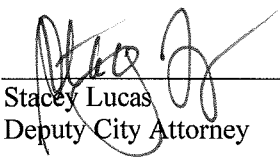
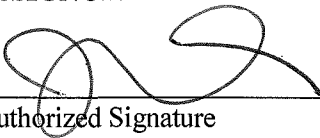

**15. Appendix A, Services to be Provided by Contractor** is hereby amended to include the cost of bus cleaning as a reimbursable expense.

**16. Appendix B, Calculations of Charges, A. Reimbursable Costs, 3. Other Direct Costs** is hereby amended to include the cost of bus cleaning as a reimbursable expense in the amount of \$10,800 per month and reimburse SFO Hotel Shuttle, Inc. the amount of \$324,000 for invoices paid during the period of December 2012 and April 2015. These services shall not increase the total compensation set forth in the Agreement.

**17. Effective Date.** Each of the modifications set forth in this Assignment/Modification shall be effective on and after the date of this Assignment/Modification.

**18. Legal Effect.** Except as expressly changed by this Assignment/Modification, 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 Assignment/Modification as of the date first referenced above.

<p><b>CITY</b> AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By:  John L. Martin, Airport Director</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By:  Stacey Lucas Deputy City Attorney</p> <p><b>ASSIGNOR</b>  Authorized Signature</p> <p>Jeffrey G. Leonoudakis, President SFO Shuttle Bus Company City Vendor Number: 16857 325 Fifth Street San Francisco, CA 94107 650-877-0430 FEIN: 94-2314846</p>	<p><b>ASSIGNEE</b></p> <p> Authorized Signature</p> <p>Jeffrey G. Leonoudakis President Title</p> <p>SFO Hotel Shuttle, Inc. Company Name</p> <p>88302 City Vendor Number</p> <p>54 Tanforan Avenue Address</p> <p>South San Francisco, CA 94080 City, State, ZIP</p> <p>650 580-9121 Telephone Number</p> <p>68-0494097 Federal Employer ID Number</p>
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Subject to Section 79 of this Assignment/Modification, City hereby consents to the assignment and assumption described in Sections 70 and 71 of this Assignment/Modification.