

Stephanie

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DocuSigned by:

Christopher

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Jeff Littlefield

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DocuSigned by:

Cynthia

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

**Modification No. 2
Ct No. 50365
PeopleSoft Ct ID 1000032868**

THIS MODIFICATION (this “Modification”) is made this 1st day of April, 2025, in San Francisco, California, by and between **Hallmark Aviation Services, L.P.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission, hereinafter referred to as “**Commission.**”

Recitals

- A. Airport Commission (“Commission”) has entered into the Agreement with the Contractor to provide Airport customer information and support services by managing and staffing information desks, the Federal Inspection Service (FIS) area, and designated landside and airside locations and providing exceptional support and services to airport guests, employees and other users of at the San Francisco International Airport (the “Airport” or “SFO”); and
- B. On June 4, 2024, by Resolution No. 24-0119, the Commission awarded the Agreement to the Contractor for a term of one year and a not-to-exceed amount of \$9,299,429; and
- C. On February 7, 2025, the Airport Director approved Administrative Modification (Modification No. 1) to retroactively correct the hourly rates, benefits, and other direct costs set forth in the Calculation of Charges attached to the original Contract back to July 1, 2024, and update certain standard contract provisions; and
- D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the first one year option to extend the term to June 30, 2026 and increase the contract not-to-exceed amount; and
- E. On April 1, 2025, by Resolution No. 25-0047, the Commission approved this Modification No. 2 to exercise the first one year option to extend the term to June 30, 2026 and increase the not-to-exceed amount by \$10,701,990 for a new contract not-to-exceed amount of \$20,001,419; and
- F. The City’s Board of Supervisors (“BOS”) approved this Agreement under San Francisco Charter Section 9.118 by 237-25 on May 13, 2025 in the amount of \$10,701,990, for the period commencing July 1, 2025 and ending June 30, 2026 for a new contract not-to-exceed amount of \$20,001,419; and
- G. This is a contract for Services and there is a Local Business Enterprise (“LBE”) subcontracting participation requirement with respect to the Services of at least 35%; and
- H. The City has approved the contracting-out of the services under this Agreement upon the certification of the Controller that the services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels, see BOS Resolution No. 323-24, adopted June 4, 2024.

Now, THEREFORE, the parties agree as follows:

- 1. **Article 1. Definitions, 1.1 Agreement** has been revised. The definition “Agreement” shall mean the Agreement dated June 14, 2024 between Contractor and City, as amended by Modification No. 1, dated February 7, 2025, including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

2. **Article 2. Term of the Agreement** has been revised as follows:

2.1 **Term.** The term of this Agreement commenced on July 1, 2024 and will expire on June 30, 2026, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has two remaining options to renew the Agreement for a period of one additional year each. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.
3. **Article 3. Financial Matters, 3.3 Compensation, 3.3.1 Calculation of Charges and Contract Not to Exceed Amount** has been revised as follows:

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed Twenty Million One Thousand Four Hundred Nineteen Dollars (\$20,001,419), the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.
4. **Appendix B. Calculation of Charges** is amended with the updated Tables 1 – 3 below for the first one-year option to extend the contract term to June 30, 2026:

Table 1 – Direct Labor Costs Per Employee – QSP Workers

Direct Labor Costs Per Employee - QSP Workers											
Front Line Staff					*Note costs per hour <u>OR</u> per month based on what will actually be paid on an employee's behalf						
Position Title	No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off (PTO/MCO)	Health Plan Type	Monthly Health	Monthly Dental	Monthly Vision	Monthly Retirement (401k)	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance
Guest Services Agent	14	22.31-25.29	19-24	EE Only	\$629.00	\$15.20-\$25.58	\$2.57-\$4.87	\$48.83-\$243.94	\$51.87	\$150.10-\$164.44	\$0.24-\$20.73
	3	22.31-25.29	19-24	EE + 1	\$1,321.36	\$51.55-\$58.64	\$4.87-\$5.14	\$48.83-\$243.94	\$51.87	\$150.10-\$164.44	\$0.24-\$20.73
	1	22.31-25.29	19-24	EE + 2	\$1,887.64	\$58.64-\$87.77	\$5.14-\$7.56	\$48.83-\$243.94	\$51.87	\$150.10-\$164.44	\$0.24-\$20.73
Guest Services Agent (No Health)	28	25.29-26.29	19-24		\$0.00	\$0.00	\$0.00	\$48.83-\$243.94	\$51.87	\$150.10-\$164.44	\$0.24-\$20.73
Supervisor Staff											
Guest Services Supervisors	2	28.06-28.67	19-24	EE Only	\$629.00	\$15.20-\$25.58	\$2.57-\$4.87	\$48.83-\$243.94	\$51.87	\$150.10-\$164.44	\$0.24-\$20.73
	1	28.06-28.67	19-24	EE + 1	\$1,321.36	\$51.55-\$58.64	\$4.87-\$5.14	\$48.83-\$243.94	\$51.87	\$150.10-\$164.44	\$0.24-\$20.73
	1	28.06-28.67	19-24	EE + 2	\$1,887.64	\$58.64-\$87.77	\$5.14-\$7.56	\$48.83-\$243.94	\$51.87	\$150.10-\$164.44	\$0.24-\$20.73
Guest Services Supervisors (No Health)	5	28.67-29.67	19-24		\$0.00	\$0.00	\$0.00	\$48.83-\$243.94	\$51.87	\$150.10-\$164.44	\$0.00
* Lost & Found Supervisor included											

Table 2 – Direct Labor Costs Per Employee – Non-QSP Workers

Direct Labor Costs Per Employee - Non-QSP Workers											
Front Line Staff					<i>*Note costs per hour <u>OR</u> per month based on what will actually be paid on an employee's behalf</i>						
Position Title	No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off (PTO/MCO)	Health Plan Type	Hourly Health	Hourly Dental	Hourly Vision	Hourly Retirement (401k)	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance
Information Desk - Ambassador**	32	21.21-23.00	21-26	EE Only	\$2.70-\$8.08	0.36-\$0.46	\$0.00	\$0.92-\$1.20	\$59.80 - \$148.20	\$259.13-\$682.40	\$14.62-\$36.53
	0	21.21-23.00	21-26	EE + 1	\$2.70-\$8.08	0.36-\$0.46	\$0.00	\$0.92-\$1.20	\$59.80 - \$148.20	\$259.13-\$682.40	\$14.62-\$36.53
	0	21.21-23.00	21-26	EE + 2	\$2.70-\$8.08	0.36-\$0.46	\$0.00	\$0.92-\$1.20	\$59.80 - \$148.20	\$259.13-\$682.40	\$14.62-\$36.53
Supervisor Staff											
Volunteer Coordinators	2	\$43.32	21-26	EE Only	\$5.75 - \$9.47	\$0.36-\$0.46	\$0.00	\$1.80 - \$2.80	\$117.00 - \$334.00	\$507.00-\$1,114.00	\$7.74-62.48
	0	\$43.32	21-26	EE + 1	\$5.75 - \$9.47	\$0.36-\$0.46	\$0.00	\$1.80 - \$2.80	\$117.00 - \$334.00	\$507.00-\$1,114.00	\$7.74-62.48
	1	\$43.32	21-26	EE + 2	\$5.75 - \$9.47	\$0.36-\$0.46	\$0.00	\$1.80 - \$2.80	\$117.00 - \$334.00	\$507.00-\$1,114.00	\$7.74-62.48
Information Desks - Lead	3	22.46-28.50	21-26	EE Only	\$8.08- 9.08	\$0.36-\$0.46	\$0.00	\$1.50- \$2.10	\$148.20 - \$158.40	\$642.20-\$690.40	\$35.69-\$43.69
	0	22.46-28.50	21-26	EE + 1	\$8.08- 9.08	\$0.36-\$0.46	\$0.00	\$1.50- \$2.10	\$148.20 - \$158.40	\$642.20-\$690.40	\$35.69-\$43.69
	2	22.46-28.50	21-26	EE + 2	\$8.08- 9.08	\$0.36-\$0.46	\$0.00	\$1.50- \$2.10	\$148.20 - \$158.40	\$642.20-\$690.40	\$35.69-\$43.69
** Benefits are provided for employees working 20 hours or more a week											

Table 3 – Other Direct Costs – Authorized Reimbursables

Other Direct Costs - Authorized Reimbursables	
The following costs are authorized for reimbursement. No other costs are reimbursable.	
	Annual Costs
1 Employee Recognition and Reward	\$11,820.00
2 Communication Devices and Fees	\$30,593.76
3 Office and Desk Supplies	\$9,099.96
4 Storage Safe	\$4,500.00
5 Staff Uniforms	\$27,321.36
6 Printing	\$1,500.00
7 POS System Purchase and Card Swipe	\$4,200.00
8 POS System Maintenance Support	\$1,800.00
9 POS Webportal Support	\$2,400.00
10 Technical Support Consultant	\$0.00
11 ADM Guest Support Supplies	\$70,000.00
12 Dry Cleaning	\$12,440.04
13 Shipping	\$480.00
14 Performance Bond	\$92,994.00
Total	\$269,149.12

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
DocuSigned by: <i>Mike Nakornkhet</i> By: <u>F7210F51AF8F4BE...</u> Mike Nakornkhet, Airport Director	DocuSigned by: <i>Tanitsorn Pengcharoen</i> <u>4E037269A4C04E2</u> Authorized Signature
Attest:	Tanitsorn Pengcharoen, President Hallmark Aviation Services L. P. 5757 W. Century Boulevard, Suite 860 Los Angeles, CA 90045 310-215-7213
DocuSigned by: <i>Kantrice Ogletree</i> By: <u>85B0720884A341D...</u> Kantrice Ogletree, Director Commission Affairs	City Supplier Number: 000019096 Federal Employer ID Number: 95-4217627
Resolution No: <u>25-0047</u>	
Adopted on: <u>April 1, 2025</u>	
Approved as to Form:	
David Chiu City Attorney	
DocuSigned by: <i>Christopher Stuart</i> By: <u>6264DE44DFD7436...</u> Christopher Stuart, Deputy City Attorney	