

**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.LLeonoudakis@SFOShuttle.net](mailto:Jeff.LLeonoudakis@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.

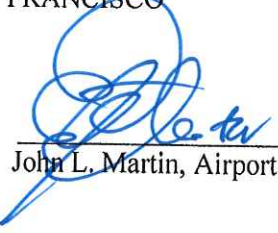
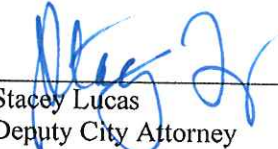
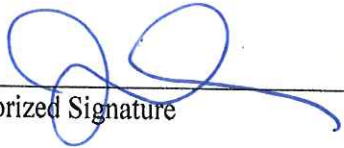

**15. Appendix A, Services to be Provided by Contractor** is hereby amended to include the cost of bus cleaning as a reimbursable expense.

**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></p> <p> 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>
--	---

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.

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

**Second Modification**

THIS MODIFICATION (“Modification”) is made as of July 1, 2016, in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission or the Commission’s designated agent, hereinafter referred to as “**Commission.**”

RECITALS

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, 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 in an amount not-to-exceed \$39,000,000; 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 for the period of December 1, 2012 through June 30, 2016 plus three 2-year options in an amount not-to-exceed \$105,000,000; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification which assigns services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc. and to reimburse Contractor for bus cleaning services per month and reimburse Contractor for invoices during the period of December 2012 and April 2015; and

WHEREAS, City and Contractor desire to modify the agreement on the terms and conditions set forth herein to increase the not-to-exceed contract amount by \$23,871,617; exercise the first of three two year options and update administrative changes required by recently enacted San Francisco contracting ordinances; and

WHEREAS, the Commission approved this Second Modification pursuant to Resolution Number 16-0077 on March 15, 2016.

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Modification:

**a. Agreement.** The term “Agreement” shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Assignment and Assumption and First Modification, dated May 15, 2015.



**b. Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

**2. Section 2. Term of the Agreement** is hereby amended to exercise the first of three two year options for a new ending date of June 30, 2018.

**3. Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount of \$23,871,617 for the period from July 1, 2016 through June 30, 2018 for a new not-to-exceed amount of \$62,871,617.

**4. New Section 58. Graffiti Removal** is hereby replaced in its entirety with a **New Section 58. Sugar-Sweetened Beverage Prohibition** to read as follows:

**58. Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.




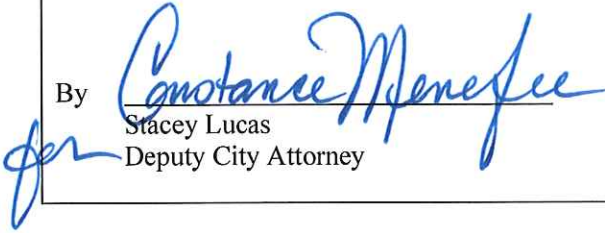
**5. New Appendix B. Calculation of Charges B. Fee Amount** is hereby amended to extend the term of the Monthly Management Fee for 24 months to June 30, 2018.

**6. Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

**7. Legal Effect.** Except as expressly changed by this 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  John L. Martin, Airport Director	 Authorized Signature
Attest:	Patricia Salmon Printed Name
	Vice President Title
By:  Jean Caramatti, Secretary Airport Commission	SFO Hotel Shuttle, Inc. Company Name
Resolution No: 16-0077	88302 Vendor Number
Adopted on: March 15, 2016	54 Tanforan Avenue Address
Approved as to Form:	South San Francisco, CA 94080 City, State, ZIP
Dennis J. Herrera City Attorney	(415) 915-9777 Telephone Number
By:  Stacey Lucas Deputy City Attorney	68-0494097 Federal Employer ID Number

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

**Third Modification**

THIS MODIFICATION (this "Modification") is made as of **December 1, 2017**, in San Francisco, California, by and between **SFO Hotel Shuttle Bus Company** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, on July 19, 2016 by Resolution No. 307-16, 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, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; 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 for the period of December 1, 2012 through June 30, 2016 plus three 2-year options in an amount not-to-exceed \$105,000,000; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification which assigns services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc. and to reimburse Contractor for bus cleaning services per month and reimburse Contractor for invoices during the period of December 2012 and April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount not to exceed \$23,871,617 for the option period, for a new total contract amount not to exceed \$62,871,627;

WHEREAS, City and Contractor desire to modify the agreement on the terms and conditions set forth herein to adjust the scope of work to include remote gate operations, provide airfield shuttle bus service for air passengers, increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617 and update standard clauses;

WHEREAS, the Commission approved this Third Modification pursuant to Resolution Number 17-0063 on March 21, 2017.

NOW, THEREFORE, Contractor and the City agree as follows:

- 1. Definitions.** The following definitions shall apply to this Modification:

a. **Agreement.** The term “Agreement” shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the Assignment and Assumption and First Modification, dated May 15, 2015 and the Second Modification, dated July 1, 2016

b. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. **Section 64. Federal Non-Discrimination Provisions** is hereby replaced in its entirety with new **Section 64. Labor Peace/ Card Check Rule** to read as follows:

**64. Labor Peace / Card Check Rule.** Without limiting the generality of other provisions in this Agreement 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 this Agreement, 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 this Agreement; (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 this Agreement, in addition to exercising all other remedies available to him / her.

3. **New Section 70. Airport Commission Rules and Regulations** is hereby added to read as follows:

**70. Airport Commission Rules and Regulations.** Contractor agrees to comply with the Airport Commission’s Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

4. **New Section 71. Federal Fair Labor Standards Act** is hereby added to read as follows:

**71. Federal Fair Labor Standards Act.** This Agreement incorporates by reference the provisions of 29 CFR §201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. **New Section 72. Occupational Safety and Health Act of 1970** is hereby added to read as follows:

**72. Occupational Safety and Health Act of 1970.** This Agreement incorporates by reference the requirements of 29 CFR §1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6. **New Section 73. Federal Nondiscrimination Requirements** is hereby added to read as follows:

**73. Federal Nondiscrimination Requirements.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

73.1 **Compliance with Regulations.** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

73.2 **Nondiscrimination.** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR §21.

73.3 **Solicitations for Subcontracts.** Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

73.4 **Information and Reports.** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

73.5 **Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) Withholding payments to the contractor under the contract until the contractor complies; and/or

(b) Cancelling, terminating, or suspending a contract, in whole or in part.

**73.6 Incorporation of Provisions.** Contractor will include the provisions of paragraphs 73.1 through 73.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**73.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR § 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC § 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- The Federal Aviation Administration's Non-discrimination statute (49 USC. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 et seq).

7. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount of \$1,410,000, for a new not-to-exceed amount of \$ 64,281,617.

8. **Appendix A, Services to be Provided by Contractor – New Section II.3.H. Remote Gate Operations** is hereby added to read as follows:

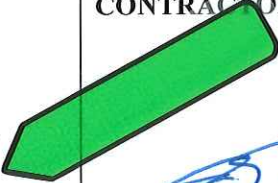
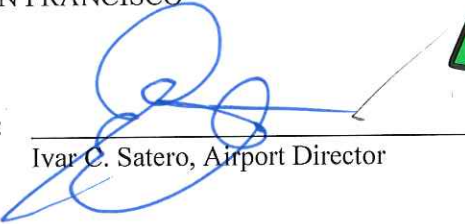


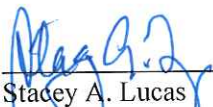
#### **H. Remote Gate Operations**

In order to accommodate gate shortages and mitigate delays in taxiing and deplaning, Contractor shall transport air passengers to and from remote aircraft hard stands and terminals. Service for remote gate operations will be implemented on an as-needed basis at the Airport's discretion, depending on monthly flight schedules and delays.

9. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

10. **Legal Effect.** Except as expressly changed by this 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature Erik Zandhuis Printed Name
Attest:  By:  Jean Caramatti, Secretary Airport Commission	Vice President Title SFO Hotel Shuttle, Inc. Company Name
Resolution No: 17-0063  Adopted on: March, 21, 2017	88302 City Vendor Number 54 Tanforan Avenue Address
Approved as to Form:  Dennis J. Herrera City Attorney	South San Francisco, CA 94080 City, State, ZIP  (415) 915-9777 Telephone Number
By:  Stacey A. Lucas Deputy City Attorney	68-0494097 Federal Employer ID Number



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

**Modification No. 4**

THIS MODIFICATION (this "Modification") is made as of July 1, 2018 in San Francisco, California, by and between SFO Hotel Shuttle, Inc. ("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

WHEREAS, on July 19, 2016 by Resolution No. 307-16, the Board of Supervisors approved the contracting out of shuttle bus 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, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; 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 for the period of December 1, 2012 through June 30, 2016 plus three 2-year options in an amount not-to-exceed \$105,000,000; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification which assigns services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc. and to reimburse Contractor for bus cleaning services per month and reimburse Contractor for invoices during the period of December 2012 and April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount not to exceed \$23,871,617 for the option period, for a new total contract amount not to exceed \$62,871,627;

WHEREAS, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to adjust the scope of work and increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617 and update standard clauses;

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount not to exceed \$28,300,000, which includes an increased monthly management fee of \$112,996, for a new total contract amount not to exceed \$92,581,617.and

WHEREAS, the Commission approved this Fourth Modification pursuant to Resolution No. 18-0002 on January 16, 2018; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Modification:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017.

b. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. **Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for two years for a new ending date of June 30, 2020.

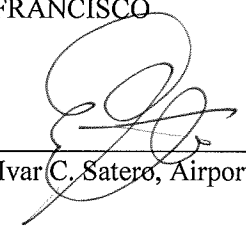
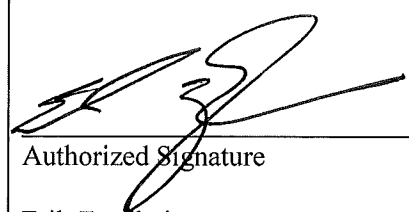
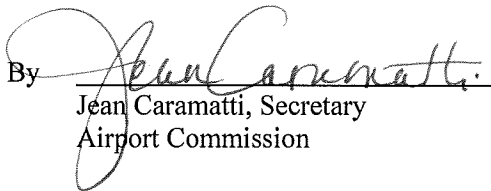
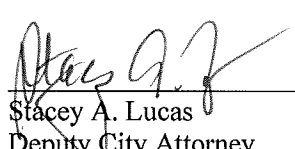
3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed \$28,300,000 for a new total not to exceed amount of \$92,581,617.

4. **Appendix B. Calculation of Charges B. Fee Amount** is hereby amended to increase the monthly management fee payable by an amount not to exceed \$112,996 per month for a total of \$2,711,904 for the two-year extension period.

5. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after July 1, 2018.

6. **Legal Effect.** Except as expressly changed by this 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature Erik Zandhuis Printed Name
Attest:	Vice President Title
By  Jean Caramatti, Secretary Airport Commission	SFO Hotel Shuttle, Inc., Company Name
Resolution No: 18-0002	88302 City Vendor Number
Adopted on: January 16, 2018	54 Tanforan Avenue Address
Approved as to Form:	South San Francisco, CA 94080 City, State, ZIP
Dennis J. Herrera City Attorney	(415) 915-9777 Telephone Number
By  Stacey A. Lucas Deputy City Attorney	68-0494097 Federal Employer ID Number

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

**Modification No. 5**

THIS MODIFICATION (this "Modification") is made as of January 1, 2019 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** ("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

WHEREAS, on June 7, 2011 by Resolution No. 234-11 and on June 5, 2012 by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus 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, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; 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 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014 by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, 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, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; include the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617;

WHEREAS, on July 19, 2016 by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, 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, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617;

WHEREAS, on January 16, 2018 by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617;

WHEREAS, on May 22, 2018 by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, 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, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to authorize wage rate increases retroactive to July 1, 2016 stemming from a change in economic conditions in the Bay Area resulting in challenges in hiring and retaining qualified staff; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to authorize the rental of additional buses when needed due to construction-related AirTrain outages and the subsequent need for additional bus services; and

WHEREAS, on December 18, 2018 by Resolution No. 18-0400, the Commission approved this Modification to the Agreement; and

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Modification:

**1.1 Agreement.** The term "Agreement" shall mean the Agreement dated January 1, 2019 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018.

**1.2 Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

**2. Appendix A: Scope of Work**

Section I(A)(1) shall be amended by adding the following text to the last paragraph:

Contractor shall provide the City with a list of all drivers' names and shall require all drivers to complete customer courtesy training provided by Airport staff at Airport's expense. All such training shall be complete by March 31, 2019. As new drivers are assigned by Contractor to perform work under this Agreement, all such drivers shall complete customer service training within 30 calendar days of completing the Airport's badging process.

**3. Appendix B Calculation of Charges.** Appendix B Calculation of Charges is hereby amended as follows:

**2.1 Section A.1. Direct Labor Costs** is replaced in its entirety with the following:

## 1. Direct Labor Costs

Direct Labor Costs include (a) hourly wage rate plus (b) cost of fringe benefits.

### a. Hourly Wage Rates

Consistent with Appendix B, § A(1), the City has reimbursed Contractor for half of the amount of each wage adjustment beginning in July 2016, when the first option to extend the Contract was exercised by the Airport Commission. The Contractor shall continue to submit payroll records supported by timecards or other verifiable documentation to support any application for reimbursement of Direct Labor Costs. The City has already reimbursed Contractor for all of the wages set forth in the “Historical Wage Rates Reimbursements” table, below. A new “Spotter” classification was added in January 2017 for Airside operations.

<b>Historical Wage Rates and Reimbursements</b>				
<b>Effective December 2012</b>				
Classification	Wage Rate Paid by Contractor	Wage Increase	50% of Differential	Billed Rate to SFO*
Shuttle Bus Drivers	\$24.19	\$0.00	\$0.00	\$24.19
Bus Mechanics (Journeymen)	\$34.65	\$0.00	\$0.00	\$34.65
Bus Mechanics (Foreman)	\$38.12	\$0.00	\$0.00	\$38.12
Supervisors	\$25.79	\$0.00	\$0.00	\$25.79
<b>Effective July 2016</b>				
Shuttle Bus Drivers	\$26.50	\$2.31	\$1.16	\$25.35
Bus Mechanics (Journeymen)	\$34.65	\$0.00	\$0.00	\$34.65
Bus Mechanics (Foreman)	\$38.12	\$0.00	\$0.00	\$38.12
Supervisors	\$27.29	\$1.50	\$0.75	\$26.54
<b>Effective January 2017</b>				
Shuttle Bus Drivers	\$27.00	\$0.50	\$0.25	\$25.60
Bus Mechanics (Journeymen)	\$35.65	\$1.00	\$0.50	\$35.15
Bus Mechanics (Foreman)	\$39.22	\$1.10	\$0.55	\$38.67
Supervisors	\$28.29	\$1.00	\$0.50	\$27.04
Spotters**	\$17.50	\$0.00	\$0.00	\$17.50
<b>Effective January 2018</b>				
Shuttle Bus Drivers	\$27.50	\$0.50	\$0.25	\$25.85
Bus Mechanics (Journeymen)	\$36.35	\$0.70	\$0.35	\$35.50
Bus Mechanics (Foreman)	\$39.99	\$0.77	\$0.39	\$39.06
Supervisors	\$29.09	\$0.80	\$0.40	\$27.44
Spotters	\$18.00	\$0.50	\$0.25	\$17.75
<b>Effective July 2018</b>				
Shuttle Bus Drivers	\$28.00	\$0.50	\$0.25	\$26.10
Bus Mechanics (Journeymen)	\$37.05	\$0.70	\$0.35	\$35.85
Bus Mechanics (Foreman)	\$40.76	\$0.77	\$0.38	\$39.44
Supervisors	\$29.09	\$0.00	\$0.00	\$27.44
Spotters	\$18.50	\$0.50	\$0.25	\$18.00

\*Billed rate (Previous billed rate + % current of differential)

\*\*New classification beginning 1/2017 to accommodate Airside bus operations

The City shall reimburse Contractor for additional wage increases at the rates set forth in the table below:

<b>Future Wage Rates and Reimbursements</b>				
<b>Effective January 2019</b>				
<b>Classification</b>	<b>Wage Rate Paid by Contractor</b>	<b>Wage Increase</b>	<b>50% of Differential</b>	<b>Billed Rate to SFO*</b>
Shuttle Bus Drivers**	\$28.50	\$0.50	\$0.50	\$28.50
Bus Mechanics (Journeymen)	\$37.75	\$0.70	\$0.35	\$36.20
Bus Mechanics (Foreman)	\$41.53	\$0.77	\$0.39	\$39.83
Supervisors	\$29.89	\$0.80	\$0.40	\$27.84
Spotters	\$19.00	\$0.50	\$0.25	\$18.25
<b>Effective July 2019</b>				
<b>Classification</b>	<b>Wage Rate Paid by Contractor</b>	<b>Wage Increase</b>	<b>50% of Differential</b>	<b>Billed Rate to SFO*</b>
Shuttle Bus Drivers	\$29.00	\$0.50	\$0.25	\$28.75
Bus Mechanics (Journeymen)	\$38.45	\$0.70	\$0.35	\$36.55
Bus Mechanics (Foreman)	\$42.31	\$0.78	\$0.39	\$40.22
Supervisors	\$29.89	\$0.00	\$0.00	\$27.84
Spotters	\$19.50	\$0.50	\$0.25	\$18.50

*\*Billed rate (Previous billed rate + % current of differential)*

*\*\*Billed rate to SFO for Shuttle Bus Drivers is allowed a one-time baseline readjustment with 100% reimbursement effective January 2019. All other classifications are to be billed consistent with the contract terms of 50% of wage increases.*

No further wage increases or new classifications will be approved except through a contract modification.

2.2 Section A.3. Other Direct Costs is replaced in its entirety with the following:

**Other Direct Costs**

The following other direct costs shall be reimbursable when accompanied by appropriate documentation.

Cost Item	Yes	No
<b>Internet and Telephone</b>		
Up to five (5) land line telephones with voicemail		X
Local calls from landlines	X	
Long distance calls from landlines	X	
Cellular bills for modems installed in shuttle buses and bus stops.	X	
Cell phones (excluding smart phones)	X	
Replacement of lost or damaged cell phones		X
Cell phone bills	X	
Text messaging services	X	
Wireless internet service	X	
Express next-day or two-day shipments of Airport-authorized purchases	X	
Letterhead and business cards		X
<b>Office Equipment</b>		
Computers, printers and monitors for administrative office functions		X
Basic software (word processing, spread sheet, anti-virus, internet browser)		X
Hardware and other software (Items to support the logistics of route and vehicle tracking including but not limited to scheduling software, transit feed capabilities, and the ability to interface with other GPS systems)	X	
Training on operation of new equipment.	X	
Computer consumables (ink cartridges, toner, paper)	X	
Use of photocopier		X
Office furniture (desks, file cabinets, chair)		X
<b>Insurance, Parts, Equipment, Fuel</b>		
Equipment necessary for the repair and maintenance of buses		X
Equipment and Vehicle Rental (Equipment and Vehicle Rental: Rental of equipment and vehicles when there is a shortage at SFO to adequately provide both landside and airside bussing. Examples include but are not limited to bus rental to accommodate remote gate bussing and flight delay contingency plans, variable message signs to relay bus information to passengers, and vehicle rental to service and maintain the existing bus fleet.)	X	
Training on operation of new equipment and vehicles and other training related to both landside and airside bussing as necessary.	X	
Parts necessary for the repair and maintenance of buses	X	
Fuel	X	
Insurance Premiums	X	
<b>Employee Customer Service Training</b>		
Training to be provided by SFO Guest Services	X	

**B. Management Fee**

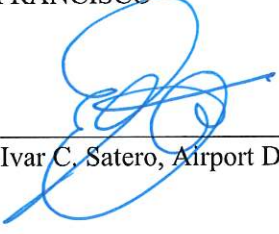


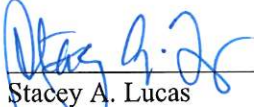
The monthly Management Fee of \$112,996 shall constitute full compensation to the Contractor for any and all management fees, profit, overhead and non-reimbursable costs (direct or indirect), associated with the performance of services under this Contract. An itemized list of reimbursable and non-reimbursable costs is provided in Paragraph A above. The Management Fee shall include all costs associated with all principals, managers and assistant managers. The Contractor shall invoice the City for payment of the Management Fee on a regular monthly basis.



**4. Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification, except for hourly wage rates which shall follow the effective dates set forth in 2.1.a of this Modification No. 5.

**5. Legal Effect.** Except as expressly changed by this 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	Authorized Signature  ERIK ZANDHUIS
Attest:	Printed Name
By:  C. Corina Monzón, Secretary Airport Commission	Vice President Commuter Shuttle Title
Resolution No: 18-0400	SFO HOTEL Shuttle Inc Company Name
Adopted on: December 18, 2018	88302 City Supplier ID
Approved as to Form:	54 TANKERMAN AVENUE Address
Dennis J. Herrera City Attorney	SOUTH SAN FRANCISCO CA 94080 City, State, ZIP
By:  Stacey A. Lucas Deputy City Attorney	415 915 9777 Telephone Number
	68-0494097 Federal Employer ID Number

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

**Modification No. 5A**

THIS MODIFICATION (this "Modification") is made as of March 30, 2020 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** ("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

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus 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, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; 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 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, 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, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617;

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, 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, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617;

WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617;

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, 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, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, on February 4, 2020 by Resolution No. 20-0016, the Commission approved Modification No. 6 to the Agreement to (a) exercise the final three (3) two-year options to extend the term from July 1, 2020 through June 30, 2022 and (b) to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, Modification No. 6 to this Agreement is pending approval by the Board of Supervisors; and

WHEREAS, City and Contractor desire to modify the Agreement (this Modification No. 5A) as a temporary measure to implement the new labor rates as approved by the Commission on February 4, 2020, pending and subject to approval by the Board of Supervisors; and

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions**

a. **Agreement** has been revised. The definition "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018 and
Modification No. 5,	dated January 1, 2019 and.
Modification No. 6,	dated March 1, 2020

**2. Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

**3. Appendix B Calculation of Charges.** Appendix B Calculation of Charges is hereby amended to include the following rates effective February 4, 2020. City and Contractor acknowledge and agree that this Modification No. 5A is a temporary measure for the period February 4, 2020 until the date of approval of Modification No. 6 by the Board of Supervisors. City and Contractor further acknowledge

and agree that if the Board of Supervisors rejects Modification No. 6, then this Modification No. 5A will expire on June 30, 2020 subject to further action by the Commission.

The City shall reimburse Contractor for wage increases at the rates set forth in the table below. No further wage increases or new classifications will be approved except through a contract modification.

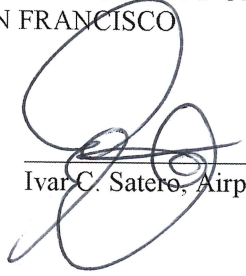

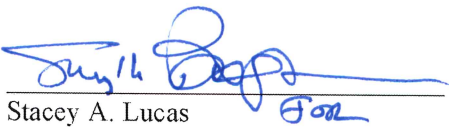
<b>Wage Rates and Reimbursements</b>		
<b>Effective January 2020</b>		
Classification	Rate Paid by Contractor	Billed Rate to SFO*
Shuttle Bus Drivers	\$30.10	\$29.30
Supervisors	\$30.99	\$28.39
Spotters	\$20.35	\$18.93
<b>Effective July 2020</b>		
Bus Mechanics (Journeymen)	\$40.20	\$37.43
Bus Mechanics (Foreman)	\$44.22	\$41.16

*\*Billed rate (Previous billed rate + 50% current of increase)*

**4. Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

**5. Legal Effect.** Except as expressly changed by this 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature ERIK ZANDHUIS
Approved as to Form:  Dennis J. Herrera City Attorney	Printed Name Vice President, Commuter Shuttle Title
By:  Stacey A. Lucas Deputy City Attorney	SFO HOTEL SHUTTLE INC Company Name
	88302 City Supplier ID
	615 DADO STREET Address
	SAN JOSE CA 95131 City, State, ZIP
	(415) 915-9777 Telephone Number
	68-0494097 Federal Employer ID Number

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

**Modification No. 6**

THIS MODIFICATION (this "Modification") is made as of March 1, 2020 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** ("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

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus 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, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; 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 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, 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, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617;

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, 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, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617;

WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617;

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, 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, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the final of three (3) two-year options commencing July 1, 2020 through June 30, 2022, in an amount not to exceed \$27,900,000, for a new total contract amount not to exceed \$123,181,617 and update standard clauses; and

WHEREAS, on February 4, 2020 by Resolution No. 20-0016, the Commission approved this Modification to the Agreement to extend the term through June 30, 2022 and to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, on May 19, 2020, by Resolution No. 230-20, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118, in a reduced amount of \$20,900,000 for a new not-to-exceed \$116,181,617; and

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions**

**a. Agreement** has been revised. The definition "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018 and
Modification No. 5,	dated January 1, 2019.

**2. New Definitions**, are hereby added to the Agreement as follows:

The following definitions apply to this Agreement:

**b. "City" or "the City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration, referred to as "Purchasing," or the Director's designated agent, Airport Commission.



c. "City Data" or "Data" includes, but is not limited to, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. This includes data that is provided by a third-party for use under this Agreement.

d. "CMD" means the Contract Monitoring Division of the City.

e. "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

f. "Contractor" or "Consultant" means SFO Hotel Shuttle, Inc., 54 Tanforan Avenue, South San Francisco, CA 94080.

g. "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

h. "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.

i. "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

j. "Party" and "Parties" mean the City and Contractor either collectively or individually.

k. "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

l. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

**3. Section 2. Term of the Agreement,** is hereby amended to extend the term of the contract for two years for a new ending date of June 30, 2022.

**4. Section 5. Compensation,** is hereby amended to increase the total compensation payable by an amount not to exceed \$20,900,000 for a new total not-to-exceed amount of \$116,181,617.

**5. Section 20 Default; Remedies** is hereby amended to include **Section 84 "Management of City Data and Confidential Information"** into the table.

6. **Section 22 Rights and Duties upon Termination or Expiration** is hereby amended to include **Section 84 “Management of City Data and Confidential Information”** into the table.

7. **Section 24 Proprietary or Confidential Information of City** is hereby deleted in its entirety and replaced to read as follows:

**24. Confidential Information.** In the performance of Services, Contractor may have access to City Data and /or City’s Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own Confidential Information.

8. **Section 30 Assignment** is hereby deleted in its entirety and replaced to read as follows:

**30. Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

9. **Section 42 Limitations on Contributions** is hereby deleted in its entirety and replaced to read as follows:

**42. Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has

provided the names of the persons required to be informed to the City department with whom it is contracting.

10. **Section 43 Minimum Compensation Ordinance** is hereby deleted in its entirety and replaced to read as follows:

**43. Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

11. **Section 44 Health Care Accountability Ordinance** is hereby deleted in its entirety and replaced to read as follows:

**44. Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

12. **Section 57 Protection of Private Information** is hereby deleted in its entirety and replaced to read as follows:

**57. Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13. **Section 58 Sugar-Sweetened Beverage Prohibition** is hereby deleted in its entirety and replaced to read as follows:

**58. Distribution of Beverages and Water.**

**58.1 Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**58.2 Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

14. **New Section 80 Withholding** is hereby added to the Agreement to read as follow:

**80. Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

**15. New Section 81 Consideration of Salary History** is hereby added to the Agreement to read as follow:

**81. Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

**16. New Section 82 Notification of Legal Requests** is hereby added to the Agreement to read as follows:

**82. Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

**17. New Section 83 Incorporation of Recitals** is hereby added to the Agreement to read as follows:

**83. Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

**18. New Section 84 Management of City Data and Confidential Information** is hereby added to the Agreement to read as follows:

**84. Management of City Data and Confidential Information**

**Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

**84.2 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**84.3 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

**19. Appendix B Calculation of Charges.** Appendix B Calculation of Charges is hereby amended to include the following rates for the last option years as follows:

The City shall reimburse Contractor for wage increases at the rates set forth in the table below. No further wage increases or new classifications will be approved except through a contract modification.

<b>Wage Rates and Reimbursements</b>		
<b>Effective January 2020</b>		
<b>Classification</b>	<b>Rate Paid by Contractor</b>	<b>Billed Rate to SFO*</b>
Shuttle Bus Drivers	\$30.10	\$29.30
Supervisors	\$30.99	\$28.39
Spotters	\$20.35	\$18.93
<b>Effective July 2020</b>		
Bus Mechanics (Journeyman)	\$40.20	\$37.43
Bus Mechanics (Foreman)	\$44.22	\$41.16
<b>Effective January 2021</b>		
Shuttle Bus Drivers	\$31.25	\$29.88
Supervisors	\$32.14	\$28.97
Spotters	\$21.35	\$19.43
<b>Effective July 2021</b>		

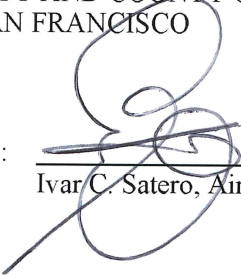


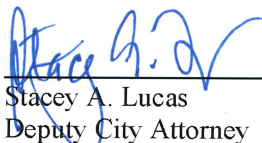
Bus Mechanics (Journeymen)	\$41.80	\$38.23
Bus Mechanics (Foreman)	\$45.98	\$42.04
<b>Effective January 2022</b>		
Shuttle Bus Drivers	\$32.50	\$30.51
Supervisors	\$22.35	\$29.60
Spotters	\$33.39	\$19.93
<b>Effective July 2022</b>		
Bus Mechanics (Journeymen)	\$43.30	\$38.98
Bus Mechanics (Foreman)	\$47.63	\$42.87

*\*Billed rate (Previous billed rate + 50% current of increase)*

**20. Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

**21. Legal Effect.** Except as expressly changed by this 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature ERIK SANDHU Printed Name
Attest:	Vice President, Operations Title
By:  C. Corina Monzón, Secretary Airport Commission	SFO Hotel Shuttle Inc Company Name
Resolution No: 20-0016	0000011160 City Supplier ID
Adopted on: Feb 4, 2020	615 DA00 STREET Address
Approved as to Form:  Dennis J. Herrera City Attorney	San Jose, CA 95131 City, State, ZIP
	(415) 915-9777 Telephone Number
By:  Stacey A. Lucas Deputy City Attorney	68-0494097 Federal Employer ID Number

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

**Modification No. 7**

THIS MODIFICATION (this “Modification”) is made as of July 1, 2020 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** (“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

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus 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, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016, with three (3) two-year options to extend, in an amount not-to-exceed \$39,000,000; 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 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, 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, on May 15, 2015, the Airport Director approved the Assignment and Assumption and Modification No. 1, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015; and

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617; and

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, 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, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617; and



WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617; and

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, 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, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, on February 4, 2020, by Resolution No. 20-0016, the Commission approved Modification No. 6 to the Agreement to exercise the third and final two-year option to extend the term through June 30, 2022 and to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, on March 30, 2020, City and Contractor administratively modified the Agreement through Modification No. 5A to implement new labor rates as approved by the Commission while Modification No. 6 was pending Board of Supervisors approval; and

WHEREAS, on May 19, 2020, by Resolution No. 230-20, the Board of Supervisors approved Modification No. 6 under San Francisco Charter Section 9.118, to increase the contract amount by a reduced amount of \$20,900,000 for a new total contract amount not-to-exceed \$116,181,617; and

WHEREAS, due to the financial impacts that the Airport and City are currently experiencing as a result of the COVID-19 pandemic, City requested that all its professional service contractors reduce their management fees by 5% under their contracts, which will assist in maintaining the financial feasibility of Airport's continued procurement of Services under this Agreement, of acknowledged value to Contractor; and

WHEREAS, Contractor agreed to a 18.4% reduction of its management fee for the period from July 2020 through October 2020, with a 5% reduction to commence in November 2020 and continue through the end of the Agreement term; and

WHEREAS, City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update Appendix B Calculation of Charges, and to make administrative changes required by recently enacted San Francisco contracting ordinances;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions**

**a. Agreement** has been revised. The definition "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018 and

Modification No. 5,           dated January 1, 2019  
Modification No. 5A,       dated March 30, 2020  
Modification No. 6,       dated March 1, 2020

## 2. **Definitions.**

e.       **Confidential Information** is hereby deleted in its entirety and replaced to read as follows:

e. Confidential Information

e.1       “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the California Confidentiality of Medical Information Act (Civil Code § 56 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and Administrative Code Chapter 12M (“Chapter 12M”).

e.2       “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Contract.

e.3       “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

3.       **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

4.       **Section 82 Notification of Legal Requests** is hereby deleted in its entirety and replaced to read as follows:

**82. Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to City Data or which in any way might reasonably require access to City Data, and in no event later than twenty-four (24) hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation,

any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

5. **New Section 84 Management of City Data and Confidential Information** is hereby deleted in its entirety and replaced to read as follows:

**84. Management of City Data and Confidential Information**

84.1 **Access to City Data.** City shall at all times have access to and control of all City Data, and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost

84.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City’s Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City’s Confidential Information outside the United States is subject to prior written authorization by the City. Access to City’s Confidential Information must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized

84.3 **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five business days of the purge.

6. **Appendix B Calculation of Charges.** Appendix B Calculation of Charges is hereby amended as follows:

6.1 **Section A.3. Other Direct Costs** is hereby amended to include the following new item in the table of Cost Items under the heading “Insurance, Parts, Equipment, Fuel”:

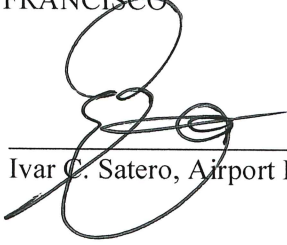
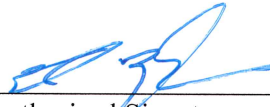

<b>Cost Item</b>	<b>Y</b>	<b>N</b>
<b>Insurance, Parts, Equipment, Fuel</b>		
Long-Term Vehicle Rental or Lease (Long-term rental or lease of up to three (3) cars, pickup trucks or vans as approved in writing by Airport Director to support Contractor’s operations, service, and maintenance of the existing bus fleet.)	X	

**6.2 Section B. Management Fee** is hereby amended (a) to reduce the monthly Management Fee payable by 18.4%, from \$112,996 to a new monthly Management Fee amount of \$92,163 per month, for the period from July 1, 2020 through October 31, 2020, and (b) to reduce the monthly Management Fee payable by 5%, from **\$112,996** to a new monthly Management Fee amount of **\$107,346** per month, for the period from November 1, 2020 through the remainder of the contract term.

**7. Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

**8. Legal Effect.** Except as expressly changed by this 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature Erik Zanolis
Approved as to Form:  Dennis J. Herrera City Attorney	Printed Name Vice President, Operations Title
By:  Sheryl Bregman Deputy City Attorney	SFO Hotel Shuttle Inc. Company Name  0000011160 City Supplier ID  615 Dado Street Address  San Jose CA. 95131 City, State, ZIP  415-915-9777 Telephone Number  68-0494097 Federal Employer ID Number

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

**Modification No. 8**

THIS MODIFICATION (this “Modification”) is made as of December 1, 2020 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** (“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

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus 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, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016, with three (3) two-year options to extend, in an amount not-to-exceed \$39,000,000; 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 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, 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, on May 15, 2015, the Airport Director approved the Assignment and Assumption and Modification No. 1, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015; and

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617; and

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, 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, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617; and

WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617; and

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, 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, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, on February 4, 2020, by Resolution No. 20-0016, the Commission approved Modification No. 6 to the Agreement to exercise the third and final two-year option to extend the term through June 30, 2022 and to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, on March 30, 2020, City and Contractor administratively modified the Agreement through Modification No. 5A to implement new labor rates as approved by the Commission while Modification No. 6 was pending Board of Supervisors approval; and

WHEREAS, on May 19, 2020, by Resolution No. 230-20, the Board of Supervisors approved Modification No. 6 under San Francisco Charter Section 9.118, to increase the contract amount by a reduced amount of \$20,900,000 for a new total contract amount not-to-exceed \$116,181,617; and

WHEREAS, on July 1, 2020, by Resolution No. 418-20, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2020/21 & FY 2021/22, 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, on July 1, 2020, due to the impacts of the COVID-19 pandemic on the City and the Airport, the Airport Director requested that all service contractors reduce their management fees and Contractor agreed to such a reduction in Modification No. 7; and

WHEREAS, City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update Appendix A, Services to be provided by Contractor, and Appendix B, Calculation of Charges;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions**

**a. Agreement** has been revised. The definition "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018 and
Modification No. 5,	dated January 1, 2019 and

Modification No. 5A, dated March 30, 2020 and  
 Modification No. 6, dated March 1, 2020 and  
 Modification No. 7, dated July 1, 2020

2. **Appendix A, Section F. Operations Office and Maintenance Facility** is hereby amended to add language which allows the Contractor to lease or rent temporary office facilities while the new facilities are being constructed by the Airport.

**F. Operations Office and Maintenance Facility**

The Contractor shall use the Airport's bus maintenance facility as its base of on-site operations. The bus maintenance facility is equipped with a bus fleet storage area, maintenance bays, parts storage area, equipment room, fluids storage room, office area, conference room, rest rooms, compressor, and mechanical equipment room. At the Airport's request, Contractor shall lease or rent temporary facilities while all or a portion of the Airport's bus maintenance facility is unavailable during procurement, construction or renovation of such facility.

The Contractor shall be responsible for providing all tools and equipment necessary to perform bus maintenance and repairs. The costs for tools and equipment are the sole responsibility of the Contractor and are not eligible for reimbursement by the Airport.

The shuttle bus service will be monitored by the Airport's Automatic Vehicle Identification (AVI) System (or similar system) during the term of the contract. The AVI system will monitor the successful Proposer's performance under the terms of the contract

Airport staff assigned to the Airport's Auto Shop will conduct periodic spot audits and document review for purposes of confirming that the Contractor remains in compliance with the maintenance and repair terms of the contract. Within 60 day of Notice to Proceed, the Contractor will either provide Airport staff access to the Contractor's vehicle maintenance program, VMCS 2000, or request access to the Airport's vehicle maintenance program, ExtraFleet, for monitoring and oversight.

3. **Appendix B, Calculation of Charges.** Appendix B, Calculation of Charges, is hereby amended as follows:

3.1 **Section A.3. Other Direct Costs** is hereby amended to include the following new item in the table of Cost Items under a new heading "Temporary Office Facilities":




Cost Item	Y	N
<b>Temporary Office Facilities</b>		
Leasing or renting temporary office area, conference room and equipment room space and related support equipment during the Airport's procurement, construction, or renovation of office area, conference room and equipment room space at the Airport's bus maintenance facility.	X	

4. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

5. **Legal Effect.** Except as expressly changed by this 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature Jaspreet Singh Printed Name Assistant Vice President, Operations Title
Approved as to Form:  Dennis J. Herrera City Attorney	SFO Hotel Shuttle Inc. Company Name
By:  Brooke D. Abola Deputy City Attorney	000011160 City Supplier ID 615 Dado Street Address San Jose CA. 95131 City, State, ZIP 415-915-9777 Telephone Number 68-0494097 Federal Employer ID Number

Seth Morgan

86EDDDA4D80446D...  
DocuSigned by:

Eva Cheong

FC16F390CF99410...  
DocuSigned by:

Jeff Littlefield

551EA8A2B8214A0...  
DocuSigned by:

Ricardo Valle

B1979560E3734FB...

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

**Modification No. 9**

This Modification is made this 5th day of May 2022, in the City and County of San Francisco, State of California, by and between: **SFO Hotel Shuttle, Inc.**, 615 Dado Street, San Jose CA. 95131, the “Contractor”) and the City and County of San Francisco, a municipal corporation (the “City”), acting by and through its Airport Commission (the “Commission”).

RECITALS

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus 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, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016, with three (3) two-year options to extend, in an amount not-to-exceed \$39,000,000; 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 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, 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, on May 15, 2015, the Airport Director approved the Assignment and Assumption and Modification No. 1, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015; and

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617; and

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, 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, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617; and

WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617; and

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, 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, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, on February 4, 2020, by Resolution No. 20-0016, the Commission approved Modification No. 6 to the Agreement to exercise the third and final two-year option to extend the term through June 30, 2022 and to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, on March 30, 2020, City and Contractor administratively modified the Agreement through Modification No. 5A to implement new labor rates as approved by the Commission while Modification No. 6 was pending Board of Supervisors approval; and

WHEREAS, on May 19, 2020, by Resolution No. 230-20, the Board of Supervisors approved Modification No. 6 under San Francisco Charter Section 9.118, to increase the contract amount by a reduced amount of \$20,900,000 for a new total contract amount not-to-exceed \$116,181,617; and

WHEREAS, on July 1, 2020, by Resolution No. 418-20, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2020/21 & FY 2021/22, 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, on July 1, 2020, due to the impacts of the COVID-19 pandemic on the City and the Airport, the Airport Director requested that all service contractors reduce their management fees and Contractor agreed to such a reduction in Modification No. 7; and

WHEREAS, on December 1, 2020, City and Contractor administratively modified the Agreement through Modification No. 8 to add language clarifying that the Contractor may lease or rent temporary office facilities while the new facilities are being constructed by the Airport; and

WHEREAS, because disruptions in work and hiring processes stemming from the COVID-19 pandemic and the related closures of City workplaces for extended periods of time caused a backlog of contract procurements, the Commission relies on the authorization granted by the Forty-Seventh Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency Dated February 25, 2020, to extend this contract without complying with the competitive solicitation and procurement procedures in the San Francisco Administrative Code; and

WHEREAS, City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to: (i) extend the contract term through December 31, 2022, with no increase in the contract amount, (ii) add a new route, and (iii) update standard clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions**

**a. Agreement** is replaced as follows:

**a.** “Agreement” means the contract document dated October 9, 2012, Modification No. 1 dated May 15, 2015, Modification No. 2 dated July 1, 2016, Modification No. 3 dated December 1, 2017, Modification No. 4 dated July 1, 2018, Modification No. 5 dated January 1, 2019, Modification No. 5A dated March 30, 2020, Modification No. 6 dated March 1, 2020, Modification No. 7 dated July 1, 2020 and Modification No. 8 dated December 1, 2020 including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

**2. New Definition**, is hereby added to the Agreement as follows:

**m.** “Digital Signature” means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

**3. Section 2. Term of the Agreement** is hereby amended to extend the term of this Agreement for six (6) months for a new termination date of December 31, 2022.

**4. Section 7 Payment; Invoice Format**, is hereby replaced in its entirety with a new **Section 7 Invoice Format** to read as follows:

**7. Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the City’s financial and procurement system (“PeopleSoft”) Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered, or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**a. Getting Paid by the City for Goods and/or Services.**

- The City utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit <http://portal.paymode.com/city-countyofsanfrancisco>.

- At the option of the City, Contractor may be required to submit invoices directly in PeopleSoft via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

**5. Section 25 Notice to the Parties** is hereby amended to add sub-Section 25.a, to read as follows:

**a.** The Parties consent to the use of Digital Signatures, affixed using the City’s DocuSign platform, to execute this Agreement and all subsequent modifications.

**6. Section 24 Confidential Information** is hereby replaced in its entirety with a new **Section 24 Confidential Information** to read as follows:

**24. Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data and/or Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own confidential information.

**7. Section 57 Protection of Private Information** is hereby replaced in its entirety with a new **Section 57 Protection of Private Information** to read as follows:

**57. Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of Administrative Code Chapter 12M ("Chapter 12M"), Contractor and subcontractor shall use such information only consistent with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

**8. Section 84 Management of City Data** is hereby replaced in its entirety with a new **Section 84 Management of City Data** to read as follows:

**84. Management of City Data and confidential Information**

a. **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

b. **Use of City Data and Confidential Information.** Contractor agrees to hold City Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to provide Services on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing in this Agreement shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

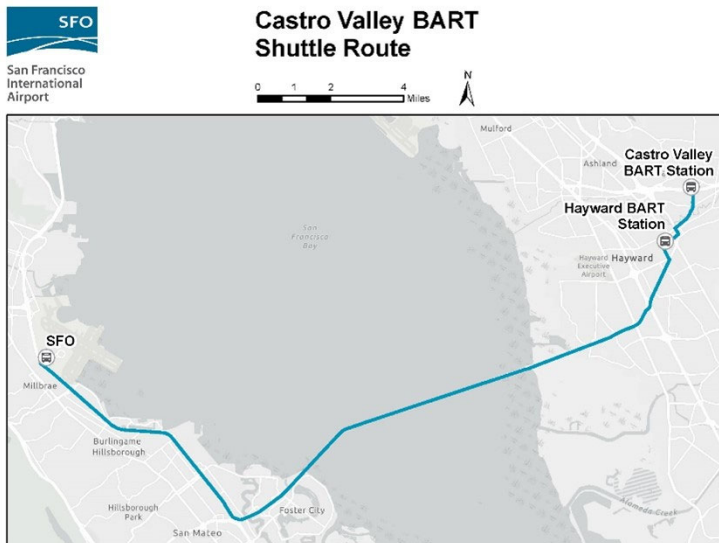
c. **Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and under any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge

occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging,” or “physical destruction,” consistent with National Institute of Standards and Technology Special Publication 800-88 or most current industry standard.

**9. Appendix C, Shuttle Bus Operation and Bus Route Maps** is hereby amended to add new Route 5, Commuter Service to read as follows:

**Route 5: Commuter Service**

Contractor will operate shuttle bus service between the Airport and locations designated by the Airport Director or a designee of the Airport Director in the vicinity of Hayward and Castro Valley, California. Contractor will operate this service 24 hours per day, with more limited service between 1:00 a.m. and 5:00 a.m., and bi-directional service every 30 minutes at other hours. A map of this service is shown below. Modifications to off-Airport service locations and the frequency of service may be requested in writing by the Airport Director without the need for further modification to this Agreement.



**10. Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

**11. Legal Effect.** Except as expressly changed by this 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: <u>DocuSigned by: Jeff Littlefield</u> 551EA8A2B0214A0... Ivar C. Satero, Airport Director	By: <u>DocuSigned by: Jaspreet Singh</u> 061C3CDB70E7489... Authorized Signature
Approved as to Form:  David Chiu City Attorney	<u>Jaspreet Singh</u> Printed Name
By: <u>DocuSigned by: Brooke Abola</u> 75EC2038E8834AB... Brooke D. Abola Deputy City Attorney	<u>Assistant Vice President, Operations</u> Title
	<u>SFO Hotel Shuttle Inc.</u> Company Name
	<u>0000011160</u> City Supplier ID
	<u>615 Dado Street</u> Address
	<u>San Jose CA. 95131</u> City, State, ZIP
	<u>415-915-9777</u> Telephone Number
	<u>68-0494097</u> Federal Employer ID Number