

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

**Modification No. 1**

This MODIFICATION (this "Modification") is made this 20<sup>th</sup> day of January, 2015, in San Francisco, California, by and between: San Francisco Terminal Equipment Company, LLC ("SFOTEC") and the City and County of San Francisco, a municipal corporation (the "City"), acting by and through its Airport Commission (the "Commission").

**Recitals**

- A. Commission and SFOTEC have entered into the International Terminal Equipment Maintenance and Operating Agreement ("Agreement"); and
- B. On March 20, 2012, by Resolution No. 12-0064, the Commission awarded this Agreement to the SFOTEC for the period of July 1, 2012 through June 30, 2021; and
- C. On July 31, 2012, by Resolution No. 313-12, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- D. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 4133-11/12 on June 18, 2012; and
- E. Commission and SFOTEC desire to modify the Agreement Article 8, Section 8.03 Patron Assistance and Document Verification Services on the terms and conditions set forth herein to include Automated Passport Control ("APC") Kiosk Customer Service Assistance, Document Verification and Queue Management Services ("APC Kiosk Services") and other related patron assistance and document verification services that may be required by the Commission; and
- F. On January 20, 2015, by Resolution No. 15-0006, the Commission approved this Modification this Agreement; and
- G. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- H. Approval for this Modification was obtained when the Department of Human Resources approved PSC No. 4133-11/12 on November 4, 2014; and
- I. Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and
- J. The SFOTEC represents and warrants that it is qualified to perform the services required by City under this Agreement.

Now, THEREFORE, the parties agree as follows:

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

a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2012 between SFOTEC and City.

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

2. **Section 8.03. Patron Assistance and Document Verification Services** is hereby replaced in its entirety with a **New Section 8.03 Patron Assistance and Document Verification Services.**

**Section 8.03 Patron Assistance and Document Verification Services.**

(a) As anticipated by this Agreement, SFOTEC may engage one or more SFOTEC Vendors or Operators to provide staff and equipment to: (i) assist Airport patrons with special needs requiring mobility or other assistance to transition between the Terminal and Rental Car Center, remote parking facilities, or other Airport locations, and perform line (queue) management, patron direction, and other patron assistance duties as directed by SFO staff at security checkpoints ("Patron Assistance"), (ii) provide document verification and validation services at security checkpoints and other locations in the Terminal ("Document Verification Services"), (iii) provide kiosk customer service assistance, document verification and validation services, queue management in the Federal Inspection Service (FIS) area with APC Kiosks ("APC Kiosk Services") in support of Customs and Border Protection and (iv) other related patron assistance and document verification services that may be required by the Commission. As provided in Section 2.08, all such SFOTEC Vendors or Operators shall be subject to the prior approval of City. In some cases, it may be appropriate for (1) SFOTEC to perform Patron Assistance or Document Verification Services, including, for example, if the SFOTEC Vendor or Operator is a sole-source for the services, and (2) City to pay to SFOTEC all or a portion of the reasonable expenses associated with such Patron Assistance or Document Verification Services, as detailed in the attached Exhibits. Parties agree that the Exhibits may change during the Term of this Agreement.

(b) In the event City determines that it would be appropriate to have SFOTEC perform Patron Assistance or Document Verification Services, then the City and SFOTEC representatives shall "meet and confer" to determine the appropriate elements of the projected Patron Assistance and Document Verification Services Project Description, including the scope of work, schedules, deliverables, compensation structure including SFOTEC's costs, experience requirements, performance criteria, and, as may be required, a Project-Specific LBE Goal as defined on the Exhibits. The Project Description shall be deemed to be a part of this Agreement.

(c) SFOTEC shall not perform any such Patron Assistance or Document Verification Services unless and until it receives a written "notice to proceed" from the Director confirming that the Airport has received all appropriate approvals for such work. Following determination of the Project Description and issuance of the "notice to proceed" SFOTEC shall cause the Patron Assistance or Document Verification Services to be performed in accordance with the Project Description, including delivering the deliverables in accordance with the schedule(s), and City shall compensate SFOTEC as provided in this Article 8 and the Exhibits.

(d) Following determination of the Project Description and issuance of the "notice to proceed" SFOTEC shall cause the APC Kiosk Services to be performed in accordance with the Project

Description, including delivering the deliverables in accordance with the schedule(s), and City shall compensate SFOTEC as provided in this Article 8 and the Exhibits.

(e) Following the Effective Date and upon the Director's issuance of a notice to proceed, City and SFOTEC hereby agree that SFOTEC shall perform the services described in the Project Description and as provided in this Article 8 and the Exhibits.

(f) City reserves the right to perform any and all services using City employees and/or other vendors in accordance with terms and/or termination processes contained in the Exhibits.

3. **Section 8.04. Not-to-Exceed Amount** is hereby amended to increase the total compensation payable by an amount not to exceed Three Million Dollars (\$3,000,000) for a new total not to exceed amount of Twenty One Million Dollars (\$21,000,000).

4. **Exhibit J, Section XVII. Earned Income Credit (EIC) Forms** is hereby replaced in its entirety with **Exhibit J, New Section XVII. Consideration of Criminal History in Hiring and Employment Decisions** to read as follows:

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

A. SFOTEC agrees to comply fully with and be bound by all of the provisions of Chapter 12T "SFOTEC/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 this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca). A partial listing of some of SFOTEC's obligations under Chapter 12T is set forth in this Section. SFOTEC 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 this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to the SFOTEC's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, 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.

i) Applicants or employees who would be or are performing work in furtherance of this Agreement 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 SFOTEC to hire the applicant or assign the employee to perform services under this Agreement, shall not be considered an Adverse Action under Chapter 12T.

C. SFOTEC shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. SFOTEC's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. SFOTEC 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. SFOTEC 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. SFOTEC 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. SFOTEC 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 this Agreement, that the SFOTEC or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. SFOTEC 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 SFOTEC or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. 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. SFOTEC 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 this Agreement.

**5. Exhibit N – Patron Assistance and Document Verification Services is hereby replaced in its entirety with the New Exhibit N-1 and Exhibit N-1 Appendix A-1 appended to the end of this Modification.**

**6. Effective Date.** Each of the modifications set forth shall be effective on and after the date on which the following conditions have been satisfied: (a) each party shall have executed two duplicate originals of this Agreement and provided the other party with a fully-executed original of the same; (b) the Commission, the Board and the Mayor, each acting in their sole and absolute discretion, shall have approved this Agreement and SFOTEC shall have received evidence of the same; (c) SFOTEC shall have obtained all necessary and appropriate corporate authorizations of this Agreement, and City shall have received evidence of the same; and (d) the Controller has certified to the availability of funds and SFOTEC has been notified in writing.

**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, SFOTEC and City have executed this Modification as of the date first referenced above.

<p><b>CITY</b> CITY AND COUNTY OF SAN FRANCISCO. a municipal corporation acting by and through its AIRPORT COMMISSION</p> <p>By: _____ John L. Martin <i>UF</i> Airport Director</p> <p>Attest:</p> <p>By: _____ Jean Caramatti, Secretary Airport Commission</p> <p>Resolution No: 15-0006</p> <p>Adopted on: January 20, 2015</p> <p>APPROVED AS TO FORM: Dennis J. Herrera City Attorney</p> <p>By: <i>Constance Menefee</i> Constance Menefee Deputy City Attorney</p>	<p><b>SFOTEC</b> SAN FRANCISCO TERMINAL EQUIPMENT COMPANY, LLC a Delaware limited liability corporation</p> <p>By: _____ Eric Starks Airline Chair</p> <p>SFO Terminal Equipment Company LLC Company Name</p> <p>54435 City Vendor Number</p> <p>P.O. Box 250400 Address</p> <p>San Francisco, CA 94128-0400 City, State, ZIP</p> <p>(650) 821 - 0401 Telephone Number</p>
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## EXHIBIT N-1

### PATRON ASSISTANCE AND DOCUMENT VERIFICATION SERVICES

#### 1) Description of Services

SFOTEC will provide staff and equipment to assist patrons and verify the validity of identification documents and/or other media presented by patrons and/or employees at the San Francisco International Airport, as more fully described below in Scope of Work. SFOTEC agrees to perform these services directly or through an SFOTEC Vendor or Operator pursuant to Section 2.08 of the Agreement.

#### 2) Scope of Work

- a) SFOTEC shall provide assistance for patrons with special needs requiring mobility or other assistance in transitioning between the Terminal and Rental Car Center, remote parking facilities, or other airport facilities outside of an Air Carrier's duty to provide such service. Such assistance shall include, but not be limited to, providing a wheelchair or other required mode of transportation in good and working condition and of adequate size to safely and comfortably accommodate the patron, a trained attendant to propel the wheelchair and assist the patron as needed, and assistance with the patron's baggage if required. Assistance shall also be provided by a trained escort for patrons with special needs other than mobility assistance.
- b) SFOTEC shall provide staff to perform line (queue) management, patron direction, and other patron assistance duties as directed by SFO staff at security checkpoints and other locations throughout the Terminal. SFO shall request these services on an as and when needed basis. The Scope of Work defined in sections 2(a) and 2(b) above are hereinafter referred to as "Patron Assistance".
- c) SFOTEC shall provide document verification and validation services at security checkpoints and other locations in the Terminal. These services shall include, but not be limited to, verification that documents presented by patrons and employees reasonably appear to match the identity of the presenter and, in the case of SFO-issued Airport Identification Badges, validation of each badge by cross referencing against an SFO provided list of invalid badges. SFO shall request these services on an as and when needed basis. The Scope of Work defined in section 2(c) above is hereinafter referred to as "Document Verification Services".
- d) SFOTEC shall provide Automated Passport Control (APC) Kiosk Services document verification services in the Federal Inspection Service area of the International Terminal. These services shall include, but not be limited to, kiosk customer service, verification of kiosk documents presented by patrons, queue management assistance, language skills, etc. SFO shall request these services on an as and when needed basis.
  - i) Airport Badging - Each kiosk staff person must have an Airport approved badge with a red Customs Seal,
  - ii) Queue Management - Opening/closing stanchions lanes, directing passengers to appropriate lanes/kiosks, holding line for next available kiosk, etc.,
  - iii) Kiosk Support - Reload receipt printer paper stock into the kiosks. The paper stock and loading process are similar to the printers used in retail cash registers,
  - iv) Kiosk Operations - Ensure kiosks are clean and ready for use: i.e. paper loaded, wiping down screens and fingerprint scanners, contacting the Airport's Help Desk for equipment outages, etc.,
  - v) Kiosks Transaction - When requested by a passenger, the kiosk assistant will provide direction on kiosks functions such as starting the transaction, properly placing the passport into the scanner or positioning of the fingers for fingerprint scanning. Kiosks assistants are prohibited from answering CBP law enforcement related questions of any kind,
  - vi) Document Verification - Each kiosk prints a receipt at the end of the transaction. If the receipt has a large "X" on it, the passenger is referred

to the triage lane leading to the normal immigration booths. If the receipt does not have an "X", the passenger is directed to enter the "OK" lanes leading to the CBP Officers at the mobile podiums located at the passport area exits. The Scope of Work defined in section 2(d) above is hereinafter referred to as "APC Kiosk Services".

SFOTEC shall provide APC Kiosk Assistants at the following locations: i) One assistant to direct passengers at the entrance of the kiosk area to appropriate kiosk (US vs Visitor, and hold line for next available kiosk), ii) One assistant to assist US Citizens with kiosk operations, iii) One assistant to assist Visitors with kiosk operations, iv) Two assistants at the kiosk area exits to do document verification of the kiosk receipts. During lighter periods of traffic, one person could cover both ii) and iii), and one person could cover iv). The anticipated number of assistants may vary depending on flight activities and the number of arriving international passengers. The Airport will work with SFOTEC to request revised staffing.

### **3) Hours of Service**

- a) SFOTEC shall provide Patron Assistance and Document Verification Services 7 days per week for 365 days per year. Required hours of service shall be 0600 to 0100 hours.
- b) Patron Assistance shall be provided outside of the above required hours of service by prior arrangement, if requested by the Airport. Overtime rates may apply.
- c) Document Verification and Validation Services may be requested by the Airport at any time (24 hours/day). Outside of the required hours of service, overtime rates may apply.
- d) APC Kiosk Services may be requested by the Airport at any time (24 hours/day). The normal FIS operational hours will likely be 0730 to 2230 on G-side and 0630 to 0130 on A-side. Outside of the required hours of service, overtime rates may apply.
- e) All times stated in this Agreement shall reference "Pacific Time".

### **4) Coordination with SFO**

- a) All requests for SFOTEC services for patrons with special needs (Section 2(a) above) shall be routed to SFOTEC or an SFOTEC Vendor or Operator pursuant to Section 2.08 of the Agreement, and as agreed upon by the parties. SFOTEC or an SFOTEC Vendor or Operator shall receive and record all requests for service and dispatch the resources required.
- b) All requests for SFOTEC line (queue) management, patron direction, and other patron assistance duties (Section 2(b) above), Document Verification Services or APC Kiosk Services shall be routed to SFOTEC or an SFOTEC Vendor or Operator pursuant to Section 2.08 of the Agreement, and as agreed upon by the parties. Only SFO Operations and Security Division staff are authorized to initiate requests for these services. SFOTEC or an SFOTEC Vendor or Operator shall receive and record all requests for service and dispatch the resources required.

### **5) Service Levels**

- a) The service levels stated herein define the minimum standards required of SFOTEC to perform the Scope of Work described above. These service levels may be modified by mutual agreement of the parties in writing.
- b) SFOTEC shall meet or exceed the following service levels:
  - i) During required service hours (0600 - 0100), all requested services shall be started no later than ten (10) minutes after the service request was received by SFOTEC. Services are considered "started" when all necessary resources are at the requested location and ready to provide service.

- ii) Outside of required service hours (0101 - 0559) all requests for Patron Assistance services shall be started no more than ten (10) minutes after the service request was received by SFOTEC, provided however that advance arrangements were made and SFOTEC or an SFOTEC Vendor or Operator agreed to provide said service at the time requested. Services are considered "started" when all necessary resources are at the requested location and ready to provide service.
- iii) Outside of required service hours (0101 - 0559), all requests for Document Verification Services shall be started within thirty (30) minutes after the service request was received by SFOTEC. Services are considered "started" when all necessary resources are at the requested location and ready to provide service.
- iv) Outside of required service hours (0101 - 0559), all requests for APC Kiosk Services shall be started within thirty (30) minutes after the service request was received by SFOTEC. Services are considered "started" when all necessary resources are at the requested location and ready to provide service.

**6) Department Liaison**

In performing the services described in this Exhibit, SFOTEC's liaison with the City will be the Director - Airport Services, or his or her designee.



## EXHIBIT N-1 - APPENDIX A-1

### Calculation of Charges

SFOTEC shall provide an invoice of current charges to SFO each month of the agreement. Copies of all vendors' invoices for costs which SFOTEC is seeking reimbursement for from SFO shall be attached to SFOTEC's invoice. Rates for each category of service shall be agreed upon by the parties annually and included on each invoice. Charges shall be calculated and detailed on SFOTEC's invoice as follows:

#### 1) Patron Assistance – Mobility Charges

- a) The monthly invoice shall include a line item for "Patron Assistance – Mobility Charges". The itemized charges assessed by SFOTEC and/or their designated vendors shall be included on the invoice.
- b) Supporting documentation shall include, for each service request, at minimum: Vendors' name, date and time(s) call received and service provided (start-end), locations to and from, full description of services provided including number of staff used, and name of party receiving service.

#### 2) Patron Assistance – Line Management, Patron Direction, and Other Patron Assistance

- a) The monthly invoice shall include a line item for "Patron Assistance – Line Management, Patron Direction, and Other Patron Assistance Charges". The itemized charges assessed by SFOTEC and/or their designated vendors shall be included on the invoice.
- b) Supporting documentation shall include, for each service request, at minimum: Vendors' name, date and time(s) call received and service provided (start-end), location where service was provided, full description of services provided including number of staff used, and name of Airport Operations and Security staff member requesting service.

#### 3) Document Verification and Validation Services

- a) The monthly invoice shall include a line item for "Document Verification and Validation Services". The itemized charges assessed by SFOTEC and/or their designated vendors shall be included on the invoice.
- b) Supporting documentation shall include, for each service request, at minimum: Vendors' name, date and time(s) call received and service provided (start-end), location where service was provided, full description of services provided including number of staff used, and name of Airport Operations and Security staff member requesting service.

#### 4) APC Kiosk Services

- a) The monthly invoice shall include a line item for "APC Kiosk Services". The itemized charges assessed by SFOTEC and/or their designated vendors shall be included on the invoice.
- b) Supporting documentation shall include, for each service request, at minimum: Vendors' name, date and time(s) call received and service provided (start-end), location where service was provided, full description of services provided including number of staff used, and name of Airport Operations and Security staff member requesting service.

#### 5) Total Amount This Invoice

The monthly invoice shall include a line item indicating the total amount of the invoice, which shall be the sum of each of the three invoice line items.

**EXHIBIT N-1 - APPENDIX A-1**

**Calculation of Charges**

**6) Not-to-Exceed Amount for Patron Assistance and Document Verification Services**

- a) In no event shall the amount the City is obligated to pay for these Patron Assistance and Document Verification Services exceed Three Million Three Hundred and Fifty Thousand Dollars (\$3,350,000).