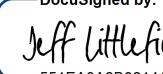


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**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

**Modification No. 3
Ct No. 50365
PeopleSoft Ct ID 1000032868**

THIS MODIFICATION (this “Modification”) is made this 20th day of January, 2026, in San Francisco, California, by and between **Hallmark Aviation Services, L.P.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission, hereinafter referred to as “**Commission**.”

Recitals

- A. Airport Commission (“Commission”) has entered into the Agreement with Contractor to provide Airport customer information and support services by managing and staffing information desks, the Federal Inspection Service (FIS) area, and designated landside and airside locations and providing exceptional support and services to airport guests, employees and other users of at the San Francisco International Airport (the “Airport” or “SFO”); and
- B. On June 4, 2024, by Resolution No. 24-0119, the Commission awarded the Agreement to Contractor for a term of one year and a not-to-exceed amount of \$9,299,429; and
- C. On February 7, 2025, the Airport Director approved Administrative Modification (Modification No. 1) to retroactively correct the hourly rates, benefits, and other direct costs set forth in the Calculation of Charges attached to the original Agreement back to July 1, 2024, and update certain standard contract provisions; and
- D. On April 1, 2025, by Resolution No. 25-0047, the Commission approved Modification No. 2 (Modification No. 2) to exercise the first one year option to extend the term to June 30, 2026 and increase the not-to-exceed amount by \$10,701,990 for a new contract not-to-exceed amount of \$20,001,419; and
- E. On May 13, 2025, by Resolution No. 237-25, the City’s Board of Supervisors (“BOS”) approved Modification No. 2 under San Francisco Charter Section 9.118; and
- F. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the second one year option to extend the term to June 30, 2027 and increase the contract not-to-exceed amount; and
- G. On January 20, 2026, by Resolution No. 26-0010, the Commission approved this Modification No. 3 to exercise the second one year option to extend the term to June 30, 2027 and increase the not-to-exceed amount by \$10,402,226 for a new contract not-to-exceed amount of \$30,403,645; and
- H. On _____, by Resolution No. _____, the BOS approved this Modification No. 3 under San Francisco Charter Section 9.118; and
- I. This is a contract for Services and there is a Local Business Enterprise (“LBE”) subcontracting participation requirement with respect to the Services of at least 35%; and
- J. The City has approved the contracting-out of the services under this Agreement upon the certification of the Controller that the services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels, see BOS Resolution No. 323-24, adopted June 4, 2024.

Now, THEREFORE, the parties agree as follows:

1. **Article 1. Definitions, 1.1 Agreement** has been revised. The definition “Agreement” shall mean the Agreement dated June 14, 2024 between Contractor and City, as amended by Modification No. 1, dated

February 7, 2025, Modification No. 2, dated April 1, 2025, including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

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

2.1 **Term.** The term of this Agreement commenced on July 1, 2024 and will expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has one remaining option to renew the Agreement for a period of one additional year. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

3. **Article 3. Financial Matters, 3.3 Compensation, 3.3.1 Calculation of Charges and Contract Not to Exceed Amount** has been revised as follows:

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement is amended to increase the total compensation payable by an amount not to exceed \$10,402,226, for a new total not-to-exceed amount of \$30,403,645. City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

4. **Appendix B. Calculation of Charges** is amended with the updated Tables 1 – 3 below for the second one-year option to extend the contract term to June 30, 2027:

Table 1 – Direct Labor Costs Per Employee – QSP Workers

Direct Labor Costs Per Employee - QSP Workers (Totals with New HAO Rates effective January 1, 2027 - June 30, 2027)											
Front Line Staff					*Note costs per hour <u>OR</u> per month based on what will actually be paid on an employee's behalf						
Position Title	No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off (PTO/MCO)	Health Plan Type	Monthly Health	Monthly Dental	Monthly Vision	Monthly Retirement (401k)	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance
Guest Services Agent	18	\$24.40 - \$26.30	19-24	EE Only	\$682.65 - \$1,768.57	\$15.20 - \$25.58	\$2.57 - \$4.87	\$48.83- \$243.94	\$56.01	\$150.10 - \$171.01	\$0.25 - \$21.35
	13	\$24.40 - \$26.30	19-24	EE + 1	\$1,433.62 - \$3,613.56	\$51.55 - \$58.64	\$4.87 - \$5.14	\$48.83- \$243.94	\$56.01	\$150.10 - \$171.01	\$0.25 - \$21.35
	6	\$24.40 - \$26.30	19-24	EE + 2	\$2,048.01 - \$5,117.45	\$58.64 - \$87.77	\$5.14 - \$7.56	\$48.83- \$243.94	\$56.01	\$150.10 - \$171.01	\$0.25 - \$21.35
Guest Services Agent (No Health)	24	\$26.30 - \$27.34	19-24		\$0.00	\$0.00	\$0.00	\$48.83- \$243.94	\$56.01	\$150.10 - \$171.01	\$0.25 - \$21.35
Supervisor Staff											
Guest Services Supervisors	3	\$29.18 - \$29.81	19-24	EE Only	\$682.65 - \$1,768.57	\$15.20 - \$25.58	\$2.57 - \$4.87	\$48.83- \$243.94	\$56.01	\$150.10 - \$171.01	\$0.25 - \$21.35
	3	\$29.18 - \$29.81	19-24	EE + 1	\$1,433.62 - \$3,613.56	\$51.55 - \$58.64	\$4.87 - \$5.14	\$48.83- \$243.94	\$56.01	\$150.10 - \$171.01	\$0.25 - \$21.35
	2	\$29.18 - \$29.81	19-24	EE + 2	\$2,048.01 - \$5,117.45	\$58.64 - \$87.77	\$5.14 - \$7.56	\$48.83- \$243.94	\$56.01	\$150.10 - \$171.01	\$0.25 - \$21.35
Guest Services Supervisors (No Health)	1	\$29.81 - \$30.85	19-24		\$0.00	\$0.00	\$0.00	\$48.83- \$243.94	\$56.01	\$150.10 - \$171.01	\$0.25 - \$21.35

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

Direct Labor Costs Per Employee - Non-QSP Workers					*Note costs per hour OR per month based on what will actually be paid on an							
Front Line Staff		No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off (PTO/MCO)	Health Plan Type	Hourly Health	Hourly Dental	Hourly Vision	Hourly Retirement (401k)	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance
Information Desk - Ambassador**	32	\$24.00 - \$25.86	21-26	EE Only	\$2.80 - \$8.40	\$0.37 - \$0.48	\$0.00	\$0.92 - \$1.20	\$64.58 - \$160.05	\$269.49 - \$709.69	\$15.05 - \$37.62	
	0	\$24.00 - \$25.86	21-26	EE + 1	\$2.80 - \$8.40	\$0.37 - \$0.48	\$0.00	\$0.92 - \$1.20	\$64.58 - \$160.05	\$269.49 - \$709.69	\$15.05 - \$37.62	
	0	\$24.00 - \$25.86	21-26	EE + 2	\$2.80 - \$8.40	\$0.37 - \$0.48	\$0.00	\$0.92 - \$1.20	\$64.58 - \$160.05	\$269.49 - \$709.69	\$15.05 - \$37.62	
Supervisor Staff												
Volunteer Coordinators	2	\$48.17	21-26	EE Only	\$5.98 - \$9.84	\$0.37 - \$0.48	\$0.00	\$0.92 - \$1.20	\$126.35 - \$360.72	\$527.28 - \$1,158.56	\$7.97 - \$64.35	
	1	\$48.17	21-26	EE + 1	\$5.98 - \$9.84	\$0.37 - \$0.48	\$0.00	\$0.92 - \$1.20	\$126.35 - \$360.72	\$527.28 - \$1,158.56	\$7.97 - \$64.35	
	1	\$48.17	21-26	EE + 2	\$5.98 - \$9.84	\$0.37 - \$0.48	\$0.00	\$0.92 - \$1.20	\$126.35 - \$360.72	\$527.28 - \$1,158.56	\$7.97 - \$64.35	
Information Desks - Lead	2	\$25.00 - \$29.64	21-26	EE Only	\$8.40 - \$9.44	\$0.37 - \$0.48	\$0.00	\$0.92 - \$1.20	\$160.05 - \$171.07	\$667.88 - \$718.01	\$36.76 - \$45.00	
	0	\$25.00 - \$29.64	21-26	EE + 1	\$8.40 - \$9.44	\$0.37 - \$0.48	\$0.00	\$0.92 - \$1.20	\$160.05 - \$171.07	\$667.88 - \$718.01	\$36.76 - \$45.00	
	2	\$25.00 - \$29.64	21-26	EE + 2	\$8.40 - \$9.44	\$0.37 - \$0.48	\$0.00	\$0.92 - \$1.20	\$160.05 - \$171.07	\$667.88 - \$718.01	\$36.76 - \$45.00	

** Benefits are provided for employees working 20 hours or more a week

Table 3 – Other Direct Costs – Authorized Reimbursables

Other Direct Costs - Authorized Reimbursables		Annual Costs
The following costs are authorized for reimbursement. No other costs are		
Employee Recognition and Reward	\$	12,120.00
Communication Devices and License Fees	\$	41,158.60
Office and Desk Supplies	\$	9,327.46
Storage Safe	\$	7,200.00
Staff Uniforms	\$	27,321.36
Printing	\$	7,368.00
POS System Purchase and Card Swipe	\$	4,200.00
POS System Maintenance Support	\$	1,800.00
POS Webportal Support	\$	2,400.00
Technical Support Consultant	\$	10,000.00
ADM Guest Support Supplies	\$	7,500.00
Dry Cleaning	\$	12,440.04
Shipping	\$	504.00
Performance Bond	\$	92,994.00
Total	\$	236,333.46

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

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	CONTRACTOR
By: _____ Mike Nakornkhet, Airport Director	DocuSigned by:  4F037269A4C04E2 Authorized Signature
Attest:	Tanitsorn Pengcharoen, President Hallmark Aviation Services L. P. 5757 W. Century Boulevard, Suite 860 Los Angeles, CA 90045 310-215-7213
By: _____ Kantrice Ogletree, Director Commission Affairs	City Supplier Number: 000019096 Federal Employer ID Number: 95-4217627
Resolution No: <u>26-0010</u>	
Adopted on: <u>January 20, 2026</u>	
Approved as to Form:	
David Chiu City Attorney	
By: _____ Christopher Stuart, Deputy City Attorney	