

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

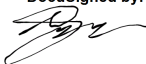
Modification No. 2

This Modification is made this 5th day of April, 2023, in the City and County of San Francisco, State of California, by and between: SP Plus Corporation, P. O. Box 280567, San Francisco, CA 94128-0567 (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

- A. The Commission wishes to operate its comprehensive Curbside Management Program for the San Francisco International Airport (the “Airport” or “SFO”); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On January 4, 2021, the Commission issued a Request for Proposals (“RFP”) procured as required by San Francisco Administrative Code (“Administrative Code”) Section 21.1 through 21.4; and
- D. On July 20, 2021, by Resolution No. 21-0153, the Commission awarded the Agreement to the Contractor for a three-year term in an amount not-to-exceed \$20,700,000; and
- E. On September 28, 2021, by Resolution No. 450-21, the San Francisco Board of Supervisors (“BOS”) approved the Agreement but reduced the not-to-exceed amount to \$20,100,000 under San Francisco Charter Section 9.118; and
- F. On October 17, 2022, the Airport Director approved Modification No. 1, to modify the contract to increase the hourly rate for some classifications and remove the references to shared ride vans; and
- G. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update the Labor Costs Per Employee in Appendix B Calculation of Charges based on the new collective bargaining agreement effective January 1, 2023; and
- H. There is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and
- I. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47641-20/21 on January 4, 2021; and
- J. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement.

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

DocuSigned by:
Annie Chou
EAB2766F03714D
DocuSigned by:

3817EB9C092E44
DocuSigned by:
Eva Cheon
FC16F390CF9941
DocuSigned by:
Jeff Little
551EA8A2B8214A
DocuSigned by:
Cynthia Avila
E434CE9A205D48

1. Section 1.2 Agreement is replaced as follows:

1.2 “Agreement” shall mean the contract document dated July 20, 2021 between Contractor and City, as amended by Modification No. 1, dated October 17, 2022, including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

2. Section 4.2 Personnel is replaced in its entirety with the following:

4.2 Qualified Personnel. Contractor shall use only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor’s authorized subcontractors) to perform the Services. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

3. Appendix A, 7. Customer Service, 7.2 Duties is replaced in its entirety with the following:

7.2 **Duties.** Administrative Staff duties include, but are not limited to, the following:

- Assisting management with compliance with all of Contractor’s policies and procedures, Airport Rules and Regulations and Standard Operational Procedures
- Tracking and processing payroll requests for all Curbside Management employees
- Preparing and reviewing time records in support of payroll processing
- Assisting Authorized Signatories with scheduling of CBT/Badging appointments
- Assisting hiring Manager with new hire onboarding
- Tracking all aspects of the employee locker program and parking passes for Curbside Management
- Maintaining adequate inventory, ordering supplies and issuing uniforms
- Maintaining files of safety and maintenance records, and distributing and maintaining monthly safety communications records
- Assisting Management with the quarterly performance measures report
- Receiving, compiling, and filing of all field reports related to Curbside Management operations
- Tracking and submitting Limo Solicitation and Jaywalking reports to the Airport
- Assisting taxi operators with Taxi VQ application support (setup, training, troubleshooting, resolution, etc.), short trip discrepancy resolution, and track/monitor SFO ramp van incentive program
- Cashiering clerk duties related to taxi operator trip fees:
 - Assisting taxi operators with payment portal setup and/or troubleshooting
 - Initiating taxi operator claim for refund process in GTMS Financial Manager
 - Generating SFO Fees paid by taxi operators report and distribute upon request
 - Compiling manual trip fee collection report during system outages
- Tracking all aspects of the taxi operator suspension process

4. Appendix B, Calculation of Charges Introductory paragraph has been amended to read as follows:

The Contractor shall be paid in an amount not to exceed that in the Calculation of Charges below, as submitted by the Contractor and approved by the Airport for the term of the Agreement. Any changes to the Calculation of Charges require the written approval of the Airport. In the event the City grants an extension of the Contract term, and for the extended term only, the City may agree, in its sole discretion, to adjust the reimbursable Labor Costs. The City will make no adjustment unless the Contractor can document the increased actual Labor Costs.

5. Appendix B, 3. Labor Costs is replaced in its entirety with the following:

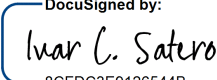
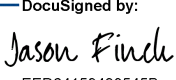
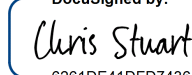
3. Labor Costs - include the hourly wage and all benefits costs associated with each position.

Labor Costs Per Employee																										
Front Line Staff					*Note costs per hour @ per month based on what will actually be paid on an employee's behalf																					
Position Title	No. of Full-Time Positions	Hourly Wage		Number of Paid Days Off	Health Plan Type (Select Plan)	Hourly Health	Monthly Health		Hourly Dental	Monthly Dental		Hourly Vision	Monthly Vision		Hourly Retirement & Other	Monthly Retirement/Other	Monthly Workers Compensation		Monthly Payroll Tax Costs		Monthly Life Insurance		Monthly Disability			
		Low	High				Low	High		Low	High		Low	High			Low	High	Low	High	Low	High		Low	High	Low
Taxi/Transportation Network Companies	7.0	\$ 31.85	\$ 33.12	26-53	EE Only	\$ 682.84	\$ 819.41	\$ 42.56	\$ 51.07	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 469.23	\$ 488.01	\$ 695.56	\$ 723.40	\$ 2.30	\$ 2.30	\$ -		
(TNC) Supervisors					EE + 2	\$ 1,340.67	\$ 1,608.80	\$ 80.38	\$ 96.46	\$ 8.16	\$ 9.79															
Taxi/Transportation Network Companies (TNC) Dispatchers	28.0-41.0	\$ 27.48	\$ 28.58	26-53	EE Only	\$ 682.84	\$ 819.41	\$ 42.56	\$ 51.07	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 404.87	\$ 421.08	\$ 600.16	\$ 624.19	\$ 2.30	\$ 2.30	\$ -		
					EE + 1	\$ 1,340.67	\$ 1,608.80	\$ 80.38	\$ 96.46	\$ 8.16	\$ 9.79															
					EE + 2	\$ 1,918.40	\$ 2,302.08	\$ 134.02	\$ 160.82	\$ 13.38	\$ 16.06															
Administrative Assistants	2.0	\$ 29.16	\$ 30.33	26-53	EE Only	\$ 682.84	\$ 819.41	\$ 42.56	\$ 51.07	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 429.62	\$ 446.82	\$ 636.85	\$ 662.35	\$ 2.30	\$ 2.30	\$ -		
					EE + 1	\$ 1,340.67	\$ 1,608.80	\$ 80.38	\$ 96.46	\$ 8.16	\$ 9.79															
					EE + 2	\$ 1,918.40	\$ 2,302.08	\$ 134.02	\$ 160.82	\$ 13.38	\$ 16.06															
Shared Ride Van (SRV)/Limo Supervisors	0.0			0	EE Only	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					EE + 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					EE + 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Shared Ride Van (SRV)/Limo Monitors	0.0			0	EE Only	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					EE + 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					EE + 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Supervisor Staff					*Note costs per hour @ per month based on what will actually be paid on an employee's behalf																					
Position Title	No. of Full-Time Positions	Hourly Wage		Number of Paid Days Off	Health Plan Type (Select Plan)	Hourly Health	Monthly Health		Hourly Dental	Monthly Dental		Hourly Vision	Monthly Vision		Hourly Retirement & Other	Monthly Retirement/Other	Monthly Workers Compensation		Monthly Payroll Tax Costs		Monthly Life Insurance		Monthly Disability			
		Low	High				Low	High		Low	High		Low	High			Low	High	Low	High	Low	High				
General Manager	1.0	\$ 66.23	\$ 68.88	21-60	EE Only	\$ 682.84	\$ 965.48	\$ 20.62	\$ 51.07	\$ 4.06	\$ 4.87				\$ 287.01	\$ 298.50	\$ 975.83	\$ 1,014.89	\$ 1,446.53	\$ 1,504.43	\$ 31.69	\$ 32.95	\$ 36.57			
					EE + 1	\$ 1,340.67	\$ 2,052.76	\$ 41.46	\$ 96.46	\$ 8.16	\$ 9.79															
					EE + 2	\$ 1,918.40	\$ 2,749.36	\$ 72.00	\$ 160.82	\$ 13.38	\$ 16.06															
Assistant General Manager	1.0	\$ 44.73	\$ 46.52	21-60	EE Only	\$ 682.84	\$ 819.41	\$ 42.56	\$ 51.07	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 193.85	\$ 201.61	\$ 659.08	\$ 685.46	\$ 976.99	\$ 1,016.09	\$ 21.40	\$ 22.26	\$ 23.13
					EE + 1	\$ 1,340.67	\$ 1,608.80	\$ 80.38	\$ 96.46	\$ 8.16	\$ 9.79															
					EE + 2	\$ 1,918.40	\$ 2,302.08	\$ 134.02	\$ 160.82	\$ 13.38	\$ 16.06															
Curbside Shift Managers	3.0	\$ 38.03	\$ 39.55	21-60	EE Only	\$ 682.84	\$ 819.41	\$ 42.56	\$ 51.07	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 4.06	\$ 4.87	\$ 3.30	\$ 3.44	\$ 164.78	\$ 171.38	\$ 560.27	\$ 582.63	\$ 830.51	\$ 863.76	\$ 18.19	\$ 18.92	\$ 19.68
					EE + 1	\$ 1,340.67	\$ 1,608.80	\$ 80.38	\$ 96.46	\$ 8.16	\$ 9.79															
					EE + 2	\$ 1,918.40	\$ 2,302.08	\$ 134.02	\$ 160.82	\$ 13.38	\$ 16.06															

6. Effective Date. Each of the changes set forth in this Modification shall be effective on and after January 1, 2023.

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, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  <small>8CFDC3E9126544B...</small> Ivar C. Satero, Airport Director	By:  <small>EED04159436545B...</small> Authorized Signature
Approved as to Form:	Jason Finch Senior Vice President – West Airports
David Chiu City Attorney	SP Plus Corporation 200 E. Randolph Street, Ste. 7700 Chicago, IL 60601 (786) 367-2130
By:  <small>6264DE44DFD7436...</small> Christopher Stuart Deputy City Attorney	Federal Employer ID Number: 16-1171179 City Supplier Number: 0000010552