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*Enrique Guadianos*  
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*Eva Cheong*  
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*Jeff Littlefield*  
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*Sung Kim*  
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**City and County of San Francisco  
 Airport Commission  
 P.O. Box 8097  
 San Francisco, California 94128**

**Modification No. 2**

This Modification is made this 1st day of July 2024, in the City and County of San Francisco, State of California, by and between: **Professional Business Providers, Inc., 25759 N. Hillview Ct., Mundelein, IL 60060** (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. City and Contractor have entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) (as defined below); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On May 17, 2022, by Resolution No. 22-0080, the Commission awarded this Agreement to the Contractor in an amount not to exceed \$13,114,615, for a three (3) year term, with an option to extend the contract for two (2) years exercisable at the Commission’s sole discretion; and
- D. On July 19, 2022, by Resolution No. 330-22, the San Francisco Board of Supervisors (“BOS”) approved the Agreement under San Francisco Charter Section 9.118; and
- E. On February 1, 2023, City and Contractor administratively modified the Agreement through Modification No. 1 to amend Appendix B, Calculation of Charges and update standard contractual clauses; and
- F. City and Contractor wish to administratively modify the Agreement through Modification No. 2 to increase the not-to-exceed amount allowed for parts and materials, update the staffing plan and staffing schedule, and update standard contractual language; and
- G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 48746-20/21 on July 19, 2021; and
- H. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement.

Now, THEREFORE, Contractor and City agree as follows:

**1. Article 1. Definitions, Sections 1.1 Agreement and 1.3 City Data** are hereby replaced in their entirety to read as follows:

1.1 “Agreement” means the contract document dated August 1, 2022, Modification No. 1 dated February 1, 2023, including all attached appendices, and all applicable City ordinances and “Mandatory City Requirements” which are specifically incorporated into the Agreement by reference as provided herein.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, 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. City Data includes, without limitation, Confidential Information.

2. **Article 3. Financial Matters, Section 3.3.6 Getting paid for goods and/or services from the City** is hereby amended as follows to remove references to specific payment products:

**3.3.6 Getting paid by City for Services.**

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of City, Contractor may be required to submit invoices directly in the City’s financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3. **Article 3. Financial Matters, Section 3.5 Submitting False Claims** is hereby amended as follows to remove references to the conditions for what constitutes a false claim:

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

4. **Article 4. Services and Resources, Section 4.2.2 Contractor Vaccination Policy** is removed in its entirety.

5. **Article 4. Services and Resources, Section 4.4.1 Independent Contractor** is replaced in its entirety as follows:

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by

Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

6. **Article 4. Services and Resources, Section 4.5 Assignment** is replaced in its entirety as follows:

**4.5 Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations under this Agreement, 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 consistent 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.

7. **Article 5. Insurance and Indemnity, Section 5.1.2 Additional Insured Endorsements** is hereby renamed as **Section 5.1.2 Additional Insured Requirements**, and amended as follows to remove the requirement for policy endorsements in designating Additional Insureds:

**5.1.2 Additional Insured Requirements.**

- (a) The Commercial General Liability policy must name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

8. **Article 11. General Provisions, Section 11.14, Notification of Legal Requests** is replaced in its entirety as follows to include the definition of City Data

**11.14 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 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 consistent 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.

9. **Article 12. Requirements for Airport Contracts, Section 12.3 Labor Peace / Card Check Rule** is amended as follows to update the referenced Airport Commission Resolution:

**12.3 Labor Peace/Card Check Rule.** Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules and Regulations, for all Covered Contracts, Contractor shall comply with the Airport’s Labor Peace/Card Check Rule, a revised version of which was adopted as Rule 12.1 on February 7, 2023 by Airport Commission Resolution No. 23-0018 (as amended the “Labor Peace/Card Check Rule”). To comply with the Labor Peace/Card Check Rule, each Covered Employer shall comply with the Labor Peace/Card Check Rule, Section C, Covered Employer Duties, Items 1-13. If the Airport determines that Contractor violated the Labor Peace/Card Check Rule, the Airport shall

have the option to terminate this Agreement, in addition to exercising all other remedies available to the Airport. Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule.

**10. Article 12. Requirements for Airport Contracts, Section 12.8 Airport Commission Cyber Security Requirements** is added to the Agreement as follows:

**12.7 Airport Commission Cyber Security Requirements.**

12.7.1 Should the Services provided under this Agreement require Contractor to access Airport information systems residing within Airport managed networks, Contractor shall use the Airport's VPN solution to access such Airport systems and is prohibited from implementing any other remote access solution without the express written permission of the Airport's Chief Information Security Officer.

12.7.2 For the purposes of this Agreement, known exploitable vulnerabilities, as that term is defined by the Department of Homeland Security Cybersecurity & Infrastructure Security Agency ("DHS/CISA"), and all software on the DHS/CISA Known Exploited Vulnerabilities Catalog ("KEV catalog"), shall be designated as a "high risk" or "critical" vulnerability.

12.7.3 All software used with information technology that is used by Contractor in the creation or delivery of the Services provided under this Agreement shall be maintained in accordance with DHS/CISA guidelines for said software and information technology as follows:

- Critical vulnerabilities associated with internet-facing services must be remediated within eight hours of being published in the KEV catalog, and critical vulnerabilities in all other information technology must be addressed within three business days of being published.
- High risk vulnerabilities associated with internet-facing services must be remediated within three days of being published in the KEV catalog, and high-risk vulnerabilities in all other information technology must be addressed within fourteen business days of being published.
- For the purposes of this section, "remediation" means to "reduce the significant risk of known exploited vulnerabilities" as these terms are used by DHS/CISA in relationship to the KEV catalog.

12.7.4 For software and services managed by the Contractor, Contractor is required to notify the Airport Chief Information Security Officer of any known or suspected software vulnerabilities that, if exploited, could adversely impact the software and services being provided under this Agreement.

12.7.5 Contractor shall comply with City's requirements for Cybersecurity Risk Assessment as outlined in the OCA Technology Purchasing Handbook (which may be found at: [https://sfgov.org/oca/sites/default/files/OCA%20Technology%20Purchasing%20Guidelines%20v9.1\\_8-1-21.pdf](https://sfgov.org/oca/sites/default/files/OCA%20Technology%20Purchasing%20Guidelines%20v9.1_8-1-21.pdf)), and, where applicable under such handbook, provide the Airport Chief Information Security Officer with a completed City Cyber Risk Assessment Questionnaire or SSAE 18 SOC-2 Type 2 report.

**11. Appendix B, Calculation of Charges, summary table of items and Section 6, Parts and Materials** is hereby amended as to increase the Not-to-Exceed amount for parts and materials from \$200,000 per year to \$400,000 per year.

**12. Appendix C, Weekly Staffing Schedule** is replaced in its entirety to add three additional FTE Maintenance Technician positions to the Agreement.

**13. Appendix D, San Francisco Labor and Employment Code Update** is added to the Agreement as follows:

**Appendix D  
San Francisco Labor and Employment Code Update\***

\*A number of the City’s contracting provisions have been redesignated in a new Labor and Employment Code, which is operative as of January 4, 2024. The redesignation did not change the substance or meaning of the provisions; it has simply changed where the provisions can be found and how they are referred to.

**Cross Reference Table for Citations in AIR-600 Professional Services Agreement**

<b>Section of AIR-600 Contract Template</b>	<b><u>Old Location:</u> San Francisco ADMINISTRATIVE CODE</b>	<b><u>New Location:</u> San Francisco LABOR &amp; EMPT CODE</b>	<b>Subject Matter</b>
3.6.1 (Covered Services)	Chapter 21C	Article 102	Miscellaneous Prevailing Wages Requirements
3.6.7 (Compliance Monitoring)	Chapter 21C	Article 102	Miscellaneous Prevailing Wages Requirements
10.4 (Consideration of Salary History)	Chapter 12K	Article 141	Salary History
10.5.1 (Nondiscrimination in Contracts)	Chapter 12B Chapter 12B.2	Article 131 Article 131.2	Nondiscrimination in Contracts
	Chapter 12C Chapter 12C.3	Article 132 Article 132.3	Nondiscrimination in Property Contracts
10.5.2 (Nondiscrimination in Employee Benefits)	Chapter 12B.2	Article 131.2	Nondiscrimination in Employee Benefits
10.7 (Minimum Compensation Ordinance)	Chapter 10.7	Article 111	Minimum Compensation Ordinance
10.8 (Health Care Accountability Ordinance)	Chapter 12Q Chapter 12Q.3	Article 121 Article 121.3	Health Care Accountability Ordinance
10.14 (Consideration of Criminal History in Hiring and Employment Decisions) 10.14.1 10.14.2	Chapter 10.14	Article 142	Consideration of Criminal History in Hiring and Employment Decisions

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

**15. 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.

<b>CITY</b>	<b>CONTRACTOR</b>
<p>AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>DocuSigned by: <i>Ivar C. Satero</i> By: _____ 8CFDC3E9126544B... Ivar C. Satero, Airport Director</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>DocuSigned by: <i>Andrew Angeles</i> By: _____ 13B2D6DDCF48405... Andrew Angeles Deputy City Attorney</p>	<p>DocuSigned by: <i>Nicholas P. Fasano</i> _____ 57328E1ACA8D4FF... Nicholas P. Fasano, President</p> <p>Professional Business Providers, Inc. 25759 N. Hillview Ct. Mundelein, IL 60060 (547) 550-9366</p> <p>City Supplier ID: 0000048881 Federal Employer ID Number: 36-4483147</p>

Attachment:

Appendix C, Weekly Staffing Schedule

### Appendix C – Weekly Staffing Schedule

<b>Staffing Plan Summary</b>			
Position	Quantity (FTE)	Weekly Hours	Annual Hours
Manager	1	40	2080
Office Site Administrator	1	40	2080
Control Room Operator	3.5	140	7280
Head Technicians/Supervisors	3	120	6240
Maintenance Tech	12	480	24960
Jammer/Encoders	3.5	140	7280
<b>Total Hours</b>	<b>24</b>	<b>960</b>	<b>49920</b>

Staff Schedule									
O&M Manager		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hrs
Daily Head Count		1	1	1	1	1	0	0	
1	Manager	TBD	TBD	TBD	TBD	TBD	OFF	OFF	40
<b>O&amp;M Manager Total</b>									<b>40</b>
		1	1	1	1	1	1	1	
1	Administrator	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	OFF	OFF	40
<b>O&amp;M Admin Total</b>									<b>40</b>
Control Room Operators		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Daily Head Count		1	1	1	1	1	1	1	
1	Operator	OFF	OFF	0400-1430	0400-1430	0400-1430	0400-1430	OFF	40
2	Operator	0400-1430	0400-1430	OFF	OFF	OFF	OFF	0400-1430	30
3	Operator	OFF	OFF	1400-0030	1400-0030	1400-0030	1400-0030	OFF	40
4	Operator	1400-0030	1400-0030	OFF	OFF	OFF	OFF	1400-0030	30
<b>Operator Total</b>									<b>140</b>
Maintenance 1st Shift		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Daily Head Count		4.5	4	3	3.5	3.5	4.5	4.5	
1	Head Technician	OFF	0400-1230	0400-1230	0400-1230	0400-1230	0400-1230	OFF	40
2	Maintenance Tech	0400-1230	0400-1230	OFF	OFF	0400-1230	0400-1230	0400-1230	40
3	Maintenance Tech	0400-1230	OFF	OFF	0400-1230	0400-1230	0400-1230	0400-1230	40
4	Maintenance Tech	0400-1230	0400-1230	0400-1230	0400-1230	OFF	OFF	0400-1230	40
5	Maintenance Tech	0400-1230	0400-1230	0400-1230	OFF	OFF	0400-1230	0400-1230	40
6	Maintenance Tech	0600-1630	OFF	OFF	0600-1630	0600-1630	0600-1630	0600-1630	40
Maintenance 2nd Shift		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Daily Head Count		3.5	4	4	3.5	3.5	4.5	4.5	
7	Head Technician	1200-2030	1200-2030	1200-2030	1200-2030	OFF	OFF	1200-2030	40
8	Maintenance Tech	1200-2030	1200-2030	OFF	OFF	1200-2030	1200-2030	1200-2030	40
9	Maintenance Tech	OFF	1200-2030	1200-2030	1200-2030	1200-2030	1200-2030	OFF	40
10	Maintenance Tech	OFF	OFF	1200-2030	1200-2030	1200-2030	1200-2030	1200-2030	40
11	Maintenance Tech	1200-2030	1200-2030	1200-2030	OFF	OFF	1200-2030	1200-2030	40
Maintenance 3rd Shift		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Daily Head Count		3	2	2	3	3	3	4	
12	Head Technician	OFF	OFF	2000-0430	2000-0430	2000-0430	2000-0430	2000-0430	40
13	Maintenance Tech	2000-0430	2000-0430	2000-0430	2000-0430	OFF	OFF	2000-0430	40
14	Maintenance Tech	2000-0430	OFF	OFF	2000-0430	2000-0430	2000-0430	2000-0430	40
15	Maintenance Tech	2000-0430	2000-0430	OFF	OFF	2000-0430	2000-0430	2000-0430	40
<b>Maint. Tech Total</b>									<b>600</b>
Encoder		Monday	Tuesday	Wednesd	Thursday	Friday	Saturday	Sunday	
Daily Head Count		1	1	1	1	1	1	1	
1	Jammer/Encoders	OFF	OFF	0400-1430	0400-1430	0400-1430	0400-1430	OFF	40
2	Jammer/Encoders	0400-1430	0400-1430	OFF	OFF	OFF	OFF	0400-1430	30
3	Jammer/Encoders	OFF	OFF	1400-0030	1400-0030	1400-0030	1400-0030	OFF	40
4	Jammer/Encoders	1400-0030	1400-0030	OFF	OFF	OFF	OFF	1400-0030	30
<b>Encoder Total</b>									<b>140</b>