

**Second Amendment to
Emergency Agreement between the City and County of San Francisco
and
587 Eddy Street, LLC
HTL 587**

THIS SECOND AMENDMENT (this “Amendment”) is made as of **March 10, 2021**, in San Francisco, California, by and between **La Luna Associates, LLC** (“Hotel” or “Contractor”), and the City and County of San Francisco, a municipal corporation (“City”).

WHEREAS, City and Hotel have entered into a COVID-19-related emergency services contract, dated March 30, 2020 (the “**Original Agreement**”) and subsequently amended by the “**First Amendment**” dated May 15, 2020, and extended by the extension notice from City dated June 29, 2020 (the Original Agreement, First Amendment and extension notice are collectively, the “**Agreement**”), for Rooms and Services at the property commonly known as the **HTL 587** located at 587 Eddy Street, San Francisco, CA 94109, to further the public health and safety in connection with City’s response to the Local Emergency declared by Mayor London Breed on Tuesday, February 25, 2020, as supplemented from time to time, including the Thirty-Fifth Supplemental Declaration dated February 19, 2021, authorizing the extension of COVID-19-related contracts; and

WHEREAS, City and Hotel desire to modify the Agreement on the terms and conditions set forth herein to extend the Booking Period and amend Appendix B, among other things; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hotel and City agree that the Agreement is hereby amended as follows:

1. **Defined Terms**. Capitalized terms not defined in this Amendment shall have the meaning set forth in the Agreement.

2. **Replace Section 2.1**. Section 2.1 is hereby deleted from the Agreement, and the following is hereby added in its place and fully incorporated into the Agreement:

2.1 **Term**. The term of this Agreement commenced on **March 30, 2020** and will expire of its own accord on **February 28, 2022** (the “**Booking Period**”), unless earlier terminated as otherwise provided herein. After **June 30, 2021**, City may terminate this Agreement by providing at least thirty (30) days written notice to Hotel of such termination.

3. **Replace Section 3.3.1**. Section 3.3.1 is hereby deleted from the Agreement, and the following is hereby added in its place and fully incorporated into the Agreement:

3.3.1 **Payment**. The flat daily rate for the 68 Rooms and Services is \$4,420 (based upon a daily rate of **\$65** per room per night). Hotel shall provide an invoice to the City on a monthly basis for the monthly amount due under this Agreement for the Rooms and Services for the current month (“**Compensation**”) and any additional charges and

reimbursement payable by City under this Agreement for the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be paid for the Rooms and Services identified in the invoice that the Executive Director of the Human Services Agency ("**HSA Director**"), in his or her sole discretion, concludes has been satisfactorily provided. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Hotel that a dispute as to the invoice exists. In no event shall the amount of this Agreement for Rooms and Services exceed **Three Million Five Hundred Fifty-Eight Thousand, One Hundred Dollars (\$3,558,100)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

4. **Replace Section 10.3.** Section 10.3 is hereby deleted from the Agreement, and the following is hereby added in its place and fully incorporated into the Agreement:

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

5. **Replace Section 10.11.** Section 10.11 is hereby deleted from the Agreement, and the following is hereby added in its place and fully incorporated into the Agreement:

10.11 Limitations on Contributions. By executing this Agreement, Hotel 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, 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, or 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 individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual 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 Hotel's board of directors; Hotel's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Hotel; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Hotel. Hotel certifies that it has informed each such person of the limitation on contributions imposed by Section

IN WITNESS WHEREOF, Hotel and City have executed this Amendment as of the date first referenced above.

CITY

HOTEL

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

587 EDDY STREET, LLC

Recommended by:

DocuSigned by:
Dipak Patel 3/12/2021
D9F047A6EAE2458...
Dipak Patel

DocuSigned by:
Trent Rhorer 3/18/2021
9753A8876BB74EE...
Trent Rhorer
Executive Director
Human Services Agency

City Supplier number: 0000042513

Approved as to Form:

Dennis J. Herrera
City Attorney

DocuSigned by:
David Ries 3/18/2021
EFF1B8C5BE4244A...
By: David K. Ries
Deputy City Attorney

Approved:

Sailaja Kurella
Acting Director of the Office of
Contract Administration, and
Purchaser

DocuSigned by:
Shawn Peters 3/14/2021
C13CDA276251449...
By: