

1 [Contract Amendment - Retroactive - 1231 Market Street Owner L.P. - Hotel Rooms and  
2 Associated Services - Not to Exceed \$35,608,542]

3 **Resolution retroactively approving a third amendment to an emergency agreement**  
4 **between the Human Services Agency and 1231 Market Street Owner L.P., for the City’s**  
5 **continued use of 459 hotel rooms and associated services; increasing the contract**  
6 **amount by \$25,618,542 for a total amount not to exceed \$35,608,542; and extending the**  
7 **booking period for a potential total term of April 8, 2020, through July 1, 2021.**

8

9 WHEREAS, In response to the COVID-19 pandemic, Mayor London N. Breed declared  
10 a “Local Emergency” on Tuesday, February 25, 2020; and

11 WHEREAS, The Human Services Agency (“HSA”), in coordination with the Department  
12 of Public Health, the Department of Emergency Management, the Department of  
13 Homelessness and Supportive Housing, the Real Estate Division (“RED”) and other City  
14 stakeholders (collectively, the “City’s COVID-19 Response Team”), procured hotel rooms and  
15 related emergency services in support of the Local Emergency; and

16 WHEREAS, The City temporarily uses the rooms to further the public health and safety  
17 in connection with its response to the Local Emergency by sheltering: (a) people who have  
18 been exposed to the COVID-19 virus or are under medical quarantine; (b) people who are  
19 otherwise within a vulnerable population and have no means to self-isolate or shelter-in-place;  
20 and (c) health care workers and first responders; and

21 WHEREAS, The City entered into an Emergency Agreement dated April 4, 2020,  
22 with 1231 Market Street Owner L.P. (“Hotel”) for the City’s use of 459 hotel rooms plus  
23 associated services, including food service, as amended by a First Amendment to Emergency  
24 Agreement dated May 15, 2020, to include requirements for City’s reimbursement through the  
25 Federal Emergency Management Agency, and a Second Amendment to Emergency

1 Agreement to increase the maximum contract amount to pay for food services (collectively,  
2 the “Booking Contract”); and

3 WHEREAS, The initial term of the Booking Contract runs for 122 nights from  
4 April 8, 2020, through August 7, 2020 (the “Booking Period”), and on July 6, 2020, the City  
5 exercised its option to extend the Booking Period on a month-to-month basis commencing  
6 August 8, 2020, and terminating no later than April 7, 2021; and

7 WHEREAS, The City’s COVID-19 Response Team wishes to continue to use the hotel  
8 rooms in connection with the Local Emergency; and

9 WHEREAS, HSA, in consultation with the Office of the City Attorney and RED,  
10 negotiated a proposed Third Amendment to Emergency Agreement (the “Third Amendment”)  
11 with the Hotel to increase the contract amount to a not to exceed contract amount  
12 of \$35,608,542; and to extend the Booking Period through July 1, 2021, for a total potential  
13 Booking Period of April 8, 2020, through July 1, 2021 (449 nights), subject to City’s early  
14 termination rights as described in the Third Amendment; and

15 WHEREAS, A copy of the Third Amendment is on file with the Clerk of the Board in  
16 File No. 200819; and

17 WHEREAS, Charter, Section 9.118 requires Board of Supervisors approval of the Third  
18 Amendment; and

19 WHEREAS, The Planning Department determined the Booking Contract as amended  
20 is not a project under Sections 15278 and 15060(c)(2) of the California Environmental Quality  
21 Act (CEQA); now, therefore, be it

22 RESOLVED, That the Board of Supervisors hereby retroactively authorizes the  
23 Executive Director of HSA, on behalf of the City and County of San Francisco, to execute the  
24 Third Amendment to increase the contract amount to a total not to exceed amount  
25 of \$35,608,542, and to extend the potential Booking Period until July 1, 2021, subject to City’s

1 early termination rights as described in the Third Amendment, and to perform all of City's  
2 obligations under the Booking Contract as amended; and, be it

3 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City  
4 with respect to the Booking Contract are hereby approved, confirmed and ratified; and, be it

5 FURTHER RESOLVED, That the Board of Supervisors authorizes the Executive  
6 Director of HSA to enter into any amendments or modifications to the Booking Contract that  
7 HSA determines, in consultation with the City Attorney and the Director of Property, do not  
8 otherwise materially increase the obligations or liabilities of the City, are necessary or  
9 advisable to effectuate the purposes of the Booking Contract or this Resolution, and are in  
10 compliance with all applicable laws, including the City's Charter; and, be it

11 FURTHER RESOLVED, That within thirty (30) days of the Third Amendment being  
12 fully executed by all parties, HSA shall provide the final Third Amendment to the Clerk of  
13 the Board for inclusion into the official file.

Available: \$25,618,542

Fund ID:	10000
Department ID:	149657
Project Authority ID:	10033788
Account ID:	530310
Activity ID:	0001

\_\_\_\_\_/s/  
Ben Rosenfield  
Controller

Funding for Fiscal Year 2020/2021 is subject to the enactment of the Annual Appropriation Ordinance for Fiscal Year 2020/2021.

RECOMMENDED:

\_\_\_\_\_/s/  
Human Services Agency  
Executive Director

\_\_\_\_\_/s/  
Department of Public Health  
Director of Health

\_\_\_\_\_/s/  
Department of Emergency Management  
Executive Director

\_\_\_\_\_/s/  
Department of Homelessness and Supportive Housing  
Director