

**FOURTH AMENDMENT  
TO EMERGENCY AGREEMENT  
SHIN INTERNATIONAL, INC.  
COVA HOTEL**

THIS FOURTH AMENDMENT TO EMERGENCY AGREEMENT (this “*Amendment*”), dated as of September 1, 2022, for reference purposes, is entered into by and between Shin International, Inc., a California Corporation (“*Contractor*” or “*Hotel*”), and the City and County of San Francisco, a municipal corporation (“*City*”), acting by and through its Human Services Agency (the “*HSA*”), and with reference to the following facts and circumstances:

**RECITALS**

**A.** City and Contractor are parties to that certain Emergency Agreement, dated as of May 15, 2022 (the “*Emergency Agreement*”), pursuant to which Hotel granted City the right to use that certain real property and the improvements thereon consisting of a Ninety-Five (95) room hotel located at 655 Ellis Street, in the City and County of San Francisco, commonly known as the “Cova Hotel” (the “*Improvements*”), 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.

**B.** The Emergency Agreement was amended pursuant to that certain First Amendment to Emergency Agreement by and between City and Hotel, dated as of March 22, 2021 (the “*First Amendment*”), as further amended by that certain Second Amendment to Emergency Agreement by and between City and Hotel, dated as of March 1, 2022 (the “*Second Amendment*”), and as further amended by that certain Third Amendment to Emergency Agreement by and between City and Hotel, dated as of September 1, 2022 (the “*Third Amendment*”, and together with the Emergency Agreement, the First Amendment, and the Second Amendment, the “*Agreement*”). The Third Amendment was entered into pursuant to San Francisco Board of Supervisors (the “*Board*”) Ordinance No. 167-22 on July 28, 2022 and effective as of August 28, 2022.

**C.** City and Contractor now desire to enter into this Amendment to amend Appendix B of the Agreement, as set forth herein.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated into this Amendment by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hotel and the City hereby agree as follows:

**Section 1. Definitions.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Section 2. Amendment of Agreement.** The Agreement is hereby amended as follows:

**(a) Amendment of Appendix B.** *The following amounts within Section 1 of Appendix B “Maximum Not-to-Exceed Compensation” are hereby amended and fully incorporated into the Agreement:*

**Maximum Not-to-Exceed Amount of Agreement:**

- |   |                     |
|---|---------------------|
| a. <b>Total Not-to-Exceed Compensation:</b>   | <b>\$11,385,311</b> |
| b. Not-to-Exceed Compensation without Reimbursable Amount:<br>(95x\$79x766)+(95x\$73x426) | \$8,703,140         |
| c. Not-to-Exceed Reimbursable Amount:<br>(Contingency, 15% of b.)                         | \$1,305,471         |

*Surcharge of \$2.83 per room / day (e.g. \$2.83 x 95 x 364 nights) for the period commencing on September 1, 2022, through the earlier of (a) August 31, 2023, or (b) date of termination, to be paid from Contingency.*

- d. Not-to-Exceed Reimbursable Amount (Food Service in Appendix E) \$1,376,700.00  
*(terminated 12/22/20)*

**Section 3. Effective Date.** Each of the amendments set forth in Section 2 above shall be effective retroactively as of the date of this Amendment.

**Section 4. Reference.** No reference to this Amendment is necessary in any instrument or document at any time referring to the Agreement. Any future reference to the Agreement will be deemed a reference to the Agreement, as amended by this Amendment.

**Section 5. No Other Amendment; Entire Agreement.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. The Agreement as amended by this Amendment constitutes the entire agreement between City and Hotel with respect to the subject matter of the Agreement and supersedes and cancels any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will control.

**Section 6. Reserved.**

**Section 7. Applicable Law.** This Amendment will be governed by, construed, and enforced in accordance with the laws of the State of California and City’s Charter. Any legal suit, action, or proceeding arising out of or relating to this Amendment shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Amendment has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

**Section 8. Further Instruments.** The parties to the Agreement and this Amendment agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment.

**Section 9. Counterparts; Electronic Signature.** This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties may execute this Amendment by electronic signature.

***[SIGNATURES ON FOLLOWING PAGE]***

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


**CITY**


**HOTEL**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

SHIN INTERNATIONAL, INC.,  
a California corporation

DocuSigned by:  
  
9753A8870BB74EE...  
Trent Rhorer  
Executive Director  
Human Services Agency


DocuSigned by:  
  
Simon Sin  
GM & Owner  
655 Ellis Street  
San Francisco, CA 94109

DocuSigned by:  
  
CAD7B781896B449...  
Shireen McSpadden  
Executive Director  
Homelessness and Supportive Housing

Supplier ID: **0000043408**

Approved as to Form:

David Chiu,  
City Attorney

By:   
5D88F562E4274BB...  
**Vincent L. Brown**  
Deputy City Attorney

1 [Human Services Agency - Agreements with Hotels Providing Non-Congregate Shelter to  
2 Persons Experiencing Homelessness]

3 **Ordinance authorizing the Human Services Agency (HSA) to amend certain hotel**  
4 **booking agreements that were executed on or before February 10, 2022, to provide**  
5 **non-congregate shelter to people experiencing homelessness by extending the terms**  
6 **beyond August 31, 2022, through August 31, 2023; waiving for said agreements certain**  
7 **requirements in the Administrative and Environment Codes; approving certain**  
8 **agreements with anticipated expenditures in excess of \$10 million under Charter,**  
9 **Section 9.118; and authorizing HSA to enter into modifications of such agreements that**  
10 **do not increase the obligations or liabilities to the City and are necessary to effectuate**  
11 **the purposes of the agreement.**

12 **NOTE:** **Unchanged Code text and uncodified text** are in plain Arial font.  
13 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
14 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
15 **Board amendment additions** are in double-underlined Arial font.  
16 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
17 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
18 subsections or parts of tables.

19 Be it ordained by the People of the City and County of San Francisco:

20 Section 1. Background and Findings.

21 (a) On February 25, 2020, Mayor London Breed proclaimed a state of emergency in  
22 response to the COVID-19 pandemic (the "Proclamation"). On March 3, 2020, the Board of  
23 Supervisors concurred in the February 25 Proclamation and in the actions taken by the Mayor  
24 to meet the emergency.

25 (b) On March 13, 2020, the Mayor issued the Second Supplement to the Proclamation,  
which found that "it is in the public interest to take steps to ensure that people remain housed

1 during this public health emergency” and that “there is a severe shortage of affordable rental  
2 housing in the City, people who are evicted are at a risk of homelessness, and homeless  
3 individuals are less equipped to mitigate risks related to COVID-19.”

4 (c) On May 11, 2020, the Mayor issued the Thirteenth Supplement to the  
5 Proclamation, authorizing City departments to enter into COVID-19 related contracts with a  
6 term of one year or less and that exempted departments from following the competitive  
7 solicitation and procurement procedures in the Administrative Code, obtaining approval from  
8 the commission overseeing each department, including contract terms that the department  
9 head determined may impede the City’s ability to obtain state or federal reimbursement, and  
10 Civil Service Commission approval.

11 (d) In Resolution No. 330-20 adopted in July 2020, the Board of Supervisors  
12 expressed its intent that no person experiencing homelessness who has been brought into the  
13 COVID-19 Response System, which includes City or privately-funded hotel rooms,  
14 congregate shelters, and Recreational Vehicles, be discharged to the streets, and that all  
15 people in the COVID-19 Response System receive a “Coordinated Entry Assessment” for  
16 appropriate housing matches. In Resolution No. 330-20, the Board also urged the Department  
17 of Homelessness and Supportive Housing (HSH) to release a comprehensive plan that  
18 outlines anticipated steps to prevent people in Shelter-in-Place (SIP) hotels or other COVID-  
19 Response System housing options from being discharged to the streets.

20 (e) Following the first wave of the coronavirus, HSA entered into booking agreements  
21 with 30 hotels to provide rooms for shelter-in-place, isolation and quarantine, and first  
22 responders. As of November 15, 2020, the City was providing temporary shelter in over 2,000  
23 rooms to individuals or families in hotels. Pursuant to the Thirteenth Supplement, HSA  
24 waived commission approvals and certain contract terms in the hotel booking agreements.  
25

1 (f) On January 21, 2021, President Joe Biden directed the Federal Emergency  
2 Management Agency (FEMA) to make assistance available to local governments to fund non-  
3 congregate sheltering at 100% of federal cost share until September 30, 2021, in contrast to  
4 the previous policy of making FEMA assistance available at 75% of the federal cost share.

5 (g) On February 19, 2021, in the Thirty-Fifth Supplement to the Proclamation, the  
6 Mayor authorized City departments to extend the COVID-19 related emergency contracts  
7 initially authorized by the Thirteenth Supplement. For contracts executed before February 1,  
8 2021, the Thirty-Fifth Supplement authorized a term extension of up to 12 months. The  
9 Thirty-Fifth Supplement also authorized City departments to execute or amend COVID-19  
10 related contracts on or after February 1, 2021 without complying with competitive solicitation  
11 or commission approval, and without including terms otherwise required by the Administrative  
12 and Environment Codes.

13 (h) Under the authority of the Thirty-Fifth Supplement, HSA extended the term for hotel  
14 booking agreements for an additional 12 months, and waived terms in those agreements that  
15 would otherwise be required by the Administrative and Environment Codes.

16 (i) On February 10, 2022, in the Forty-Fifth Supplement to the Proclamation, the Mayor  
17 authorized the Executive Director of HSA to amend any agreement the agency had in place  
18 as of February 10, 2022 for the use of hotel rooms to house individuals experiencing  
19 homelessness or individuals who are at risk of developing severe COVID-19 to extend the  
20 term of any such agreements up to and including August 31, 2022. The Supplement further  
21 provided that any amendment to extend the term of such agreements beyond August 31,  
22 2022 and to waive applicable restrictions in the Municipal Code, would require approval of the  
23 Board of Supervisors by ordinance.

1 (j) On March 1, 2022, President Biden directed FEMA to extend assistance to local  
2 governments including funding for non-congregate sheltering at 100% federal cost share up to  
3 and including July 1, 2022.

4 (k) This ordinance is necessary to enable HSA to expeditiously amend its hotel  
5 booking agreements to extend the duration of such agreements beyond August 31, 2022 to  
6 maintain stable housing for individuals who might otherwise be discharged to the streets. The  
7 ordinance thereby furthers the interests of the City, by avoiding the inevitable delay and  
8 expenditure of limited staff resources that would be caused by restarting the procurement  
9 process to reacquire hotel rooms. The ordinance will enable the uninterrupted use of hotel  
10 rooms by authorizing HSA to negotiate a term extension quickly to ensure the best use of the  
11 rooms.

12 (l) HSA intends to wind down the majority of hotel booking agreements by December  
13 31, 2022. However, HSA may also assign a limited number of agreements to HSH so that  
14 HSH can continue to operate non-congregate shelters after December 31, 2022 through  
15 August 31, 2023, contingent upon the availability of funding to do so. HSA may also assign a  
16 limited number of agreements to the Department of Public Health ("DPH") so that DPH can  
17 provide ongoing isolation or quarantine sites. Any future extensions beyond August 31, 2023  
18 would require either further approval of the Board to extend the term of such agreements and  
19 to waive any relevant provisions of the Municipal Code, or inclusion of such Code provisions.

20 (m) The Administrative Code and the Environment Code typically require that new and  
21 amended contracts include provisions requiring the contractor to adhere to various policies  
22 enacted by the Board. Requiring hotels to comply with these requirements as a condition of  
23 extending the agreements would likely impose costs and delays that would further impede  
24 HSA's ability to provide uninterrupted housing.  
25

1           Section 2. For purposes of Sections 3 and 4 of this ordinance, "Hotel Booking  
2 Agreement" shall mean any hotel booking agreement executed between HSA and a hotel or  
3 motel on or before February 10, 2022 for the use of rooms as isolation and quarantine  
4 facilities, or to house individuals experiencing homelessness and/or who are at risk of  
5 developing severe COVID-19. A list of all Hotel Booking Agreements is on file with the Clerk  
6 of the Board of Supervisors in File No. 220703.

7  
8           Section 3. Amendment of Existing Contracts to Extend Term; Waiver of Requirements  
9 for Board of Supervisors Approval.

10           (a) HSA may amend a Hotel Booking Agreement to extend the term of the agreement,  
11 or may exercise an option to extend the term of an existing agreement, beyond August 31,  
12 2022 for an additional twelve months up to and including August 31, 2023.

13           (b) Hotel Booking Agreements amended as authorized by Section 3(a), above, shall  
14 continue to be exempt from the requirements of Administrative Code Chapters 12K (Salary  
15 History Ordinance), 12P (Minimum Compensation Ordinance), 12T (Consideration of Criminal  
16 History in Hiring and Employment Decisions), 12Y (Slavery Era Disclosure Ordinance), 14B  
17 (Local Business Enterprise and Non-Discrimination in Contracting Ordinance), 83 (First  
18 Source Hiring Program), and 101 (Sugar-Sweetened Beverage Funding Ban Ordinance), and  
19 Environment Code Chapters 8 (Tropical Hardwood and Virgin Redwood Ban), 13 (Arsenic  
20 Treated Wood Products), 16 (Food Service and Packaging Waste Reduction Ordinance), and  
21 24 (Bottled Water Ordinance).

22  
23           Section 4. Authorization to Enter into Amendments Pursuant to Charter Section 9.118.

24           (a) Existing Agreements.  
25



1 (1) On May 7, 2020, HSA entered into an Emergency Hotel Booking Agreement  
2 with Sayana Corporation (operator of the "Adante Hotel"), for an amount not to exceed  
3 \$5,460,053, HSA Contract No. 1000017957. The Adante Hotel Emergency Hotel Booking  
4 Agreement was amended pursuant to the First Amendment to the Adante Hotel Emergency  
5 Hotel Booking Agreement, dated March 23, 2021, and was further amended by the Second  
6 Amendment to the Adante Hotel Emergency Hotel Booking Agreement, dated March 1, 2022.  
7 The First and Second Amendments did not cause the total agreement amount to exceed \$10  
8 million. HSA desires to enter into a Third Amendment (the "Third Adante Amendment"), dated  
9 retroactively to April 18, 2022, to exercise an option to extend the term of the agreement  
10 consistent with Section 3 of this ordinance and to increase the agreement amount by  
11 \$4,918,351 for a new not to exceed amount of \$14,856,866.

12 (2) On May 23, 2020, HSA entered into an Emergency Hotel Booking  
13 Agreement with KHP II SF Sutter LLC (operator of the "Kimpton Buchanan Hotel") for an  
14 amount not to exceed \$8,551,713, HSA Contract No. 1000018159. The Kimpton Buchanan  
15 Hotel Emergency Hotel Booking Agreement was amended pursuant to the First Amendment  
16 to the Kimpton Buchanan Hotel Emergency Hotel Booking Agreement, dated as of May 2021,  
17 and was further amended by the Second Amendment to the Kimpton Buchanan Hotel  
18 Emergency Hotel Booking Agreement, dated March 1, 2022. The First and Second  
19 Amendments did not cause the total agreement amount to exceed \$10 million. HSA desires  
20 to enter into a Third Amendment (the "Third Kimpton Amendment"), dated retroactively to April  
21 3, 2022, to exercise an option to extend the term of the agreement consistent with Section 3  
22 of this ordinance and increase the contract amount by ~~\$4,071,617~~2,699,497 for a new not to  
23 exceed amount of ~~\$14,064,232~~12,692,112.

24 (3) On April 23, 2020, HSA entered into an Emergency Hotel Booking  
25 Agreement with SF Vertigo LLC (operator of the "Hotel Vertigo"), for an amount not to exceed

1 \$4,571,078, HSA Contract No. 1000017798. The Hotel Vertigo Emergency Hotel Booking  
2 Agreement was amended pursuant to the First Amendment to the Hotel Vertigo Emergency  
3 Hotel Booking Agreement, dated March 22, 2021 and was further amended by the Second  
4 Amendment to the Hotel Vertigo Emergency Hotel Booking Agreement, dated March 1, 2022.  
5 The First and Second Amendments did not cause the agreement amount to exceed \$10  
6 million. HSA desires to enter into a Third Amendment (the "Third Vertigo Amendment"), dated  
7 retroactively to July 3, 2022, to exercise an option to extend the term of the agreement  
8 consistent with Section 3 of this ordinance and increase the contract amount by \$2,279,277  
9 for a new not to exceed amount of \$12,273,030.

10 (4) On July 23, 2020, HSA entered into an Emergency Hotel Booking  
11 Agreement with Lombard Hotel Group (operator of the "Monarch Hotel"), for an amount not to  
12 exceed \$5,871,025, HSA Contract No. 1000019022. The Monarch Hotel Emergency Hotel  
13 Booking Agreement was amended pursuant to the First Amendment to the Monarch Hotel  
14 Emergency Hotel Booking Agreement, dated March 23, 2021 and was further amended by the  
15 Second Amendment to the Monarch Hotel Emergency Hotel Booking Agreement, dated  
16 March 1, 2022. The First and Second Amendments did not cause the agreement amount to  
17 exceed \$ 10 million. HSA desires to enter into a Third Amendment (the "Third Monarch  
18 Amendment"), dated retroactively to May 27, 2022, to exercise an option to extend the term of  
19 the agreement consistent with Section 3 of this ordinance and increase the contract amount  
20 by \$5,019,360 for a new not to exceed amount of \$15,005,460.

21 (5) On May 15, 2020, HSA entered into an Emergency Hotel Booking  
22 Agreement with Shin International, Inc. (operator of the "Cova Hotel"), for an amount not to  
23 exceed \$5,230,724, HSA Contract No. 1000018023. The Cova Emergency Hotel Booking  
24 Agreement was amended pursuant to the First Amendment to the Cova Emergency Hotel  
25 Booking Agreement, dated March 22, 2021 and was further amended by the Second

1 Amendment to the Cova Emergency Hotel Booking Agreement, dated March 1, 2022. The  
2 First and Second Amendments did not cause the agreement amount to exceed \$10 million.  
3 HSA desires to enter into a Third Amendment (the "Third Cova Amendment"), dated  
4 September 1, 2022, to exercise an option to extend the term of the agreement consistent with  
5 Section 3 of this ordinance and increase the contract amount by \$2,870,981 for a new not to  
6 exceed amount of \$11,385,311.

7 (b) Copies of the agreements listed in subsection (a)(1) through (a)(5) are on file with  
8 the Clerk of the Board of Supervisors in File No. 220703.

9 (c) Approval. Charter Section 9.118(b) provides that the agreements entered into by a  
10 department, board, or commission requiring anticipated expenditures by the City and County  
11 of ten million dollars, shall be subject to approval by the Board of Supervisors. Pursuant to  
12 Section 9.118(b), the Board of Supervisors approves the agreements described in Section  
13 4(a) of this ordinance, as follows:

14 (1) The Board of Supervisors hereby approves the Third Adante Amendment to  
15 HSA Contract No. 1000017957 to increase the amount by \$4,918,351 for a new not to exceed  
16 amount of \$14,856,866.

17 (2) The Board of Supervisors hereby approves the Third Kimpton Amendment  
18 to HSA Contract No. 1000018159 to increase the amount by \$4,071,6172,699,497 for a new  
19 not to exceed amount not of \$14,064,23212,692,112.

20 (3) The Board of Supervisors hereby approves the Third Vertigo Amendment to  
21 HSA Contract No. 1000017798 to increase the amount by \$2,279,277 for a new not to exceed  
22 amount of \$12,273,030.

23 (4) The Board of Supervisors hereby approves the Third Monarch Amendment  
24 to HSA Contract No. 1000019022 to increase the amount by \$5,019,360 for a new not to  
25 exceed amount of \$15,005,460.

1                   (5) The Board of Supervisors hereby approves the Third Cova Amendment to  
2 HSA Contract No. 1000018023 to increase the amount by \$2,870,981 for a new not to exceed  
3 amount of \$11,385,311.

4                   (d) The Board of Supervisors recognizes and provides retroactive approval of the Third  
5 Adante Amendment, dated April 18, 2022, the Third Kimpton Amendment, dated April 3,  
6 2022, the Third Vertigo Amendment, dated July 3, 2022, and the Third Monarch Amendment,  
7 dated May 27, 2022.

8                   (e) The Board of Supervisors authorizes HSA to enter into any modifications to the  
9 agreements approved pursuant to this Section 4, prior to their final execution by all parties,  
10 that HSA determines, in consultation with the City Attorney, are in the best interest of the City,  
11 do not otherwise materially increase the obligations or liabilities of the City, are necessary or  
12 advisable to effectuate the purposes of the agreement, and are in compliance with all  
13 applicable laws.

14                   (f) Within 30 days of the agreements referenced in Section 4(c), above, being fully  
15 executed by all parties, HSA shall provide the executed agreements to the Clerk of the Board  
16 of Supervisors for inclusion in File No. 220703.

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1           Section 5. Effective Date. This ordinance shall become effective 30 days after  
2 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
3 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
4 of Supervisors overrides the Mayor's veto of the ordinance.

5

6

7 APPROVED AS TO FORM:  
8 DAVID CHIU, City Attorney

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10 By: /s/ Henry L. Lifton  
HENRY L. LIFTON  
Deputy City Attorney

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**City and County of San Francisco**  
**Tails**  
**Ordinance**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 220703

**Date Passed:** July 26, 2022

Ordinance authorizing the Human Services Agency (HSA) to amend certain hotel booking agreements that were executed on or before February 10, 2022, to provide non-congregate shelter to people experiencing homelessness by extending the terms beyond August 31, 2022, through August 31, 2023; waiving for said agreements certain requirements in the Administrative and Environment Codes; approving certain agreements with anticipated expenditures in excess of \$10 million under Charter, Section 9.118; and authorizing HSA to enter into modifications of such agreements that do not increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the agreement.

July 13, 2022 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

July 13, 2022 Budget and Finance Committee - RECOMMENDED AS AMENDED

July 19, 2022 Board of Supervisors - PASSED ON FIRST READING

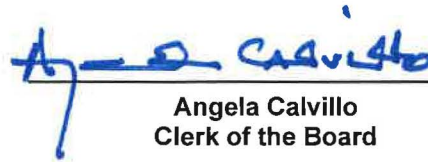
Ayes: 11 - Chan, Dorsey, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

July 26, 2022 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Chan, Dorsey, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 220703

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 7/26/2022 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
London N. Breed  
Mayor

7/28/22  
Date Approved



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/16/2022
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**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> OnMarket Insurance Associates 1857 Market Street San Francisco CA 94103	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">CONTACT NAME: Greg Gurovich</td> <td style="border-bottom: 1px solid black;">FAX (A/C, No): 415-487-1810</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PHONE (A/C, No, Ext): 415-487-1800</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">E-MAIL ADDRESS: admin@onmarketins.com</td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border-bottom: 1px solid black;"><b>NAIC #</b></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A : Kinsale Insurance Co</td> <td style="border-bottom: 1px solid black;">38920</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B : Philadelphia Indemnity Ins. Co</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F :</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	CONTACT NAME: Greg Gurovich	FAX (A/C, No): 415-487-1810	PHONE (A/C, No, Ext): 415-487-1800		E-MAIL ADDRESS: admin@onmarketins.com		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A : Kinsale Insurance Co	38920	INSURER B : Philadelphia Indemnity Ins. Co		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																					
INSURER F :																					
<b>INSURED</b> Shin International, Inc. DbA: Cova Hotel 655 Ellis Street San Francisco CA 94109	SHININT-01																				

**COVERAGES** **CERTIFICATE NUMBER: 1321381983** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		0100200851-0	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			0100200853-0	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	EPLI			PHSD1698773	3/9/2022	9/4/2023	Limit 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City and County of San Francisco, its Officers, Agents, and Employees are included as additional insureds.

<b>CERTIFICATE HOLDER</b>  City & County of San Francisco 1440 Harrison Street San Francisco CA 94103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER AS REQUIRED BY WRITTEN CONTRACT

<i>Attached To and Forming Part of Policy</i> 0100200851-0	<i>Effective Date of Endorsement</i> 08/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Shin International Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

### ALLIED HEALTH GENERAL LIABILITY COVERAGE

**A. SECTION II- WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as mortgagee, assignee, or receiver; and
3. Solely for liability caused by the ownership, maintenance or use of the premises by you and for which such person or organization is mortgagee, assignee, or receiver.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

**B.** With respect to the insurance afforded to the Additional Insured, the following additional exclusion applies:

1. This insurance does not apply to any structural alterations, new construction or demolition operations performed by or for the Additional Insured.

**C.** With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D.** Duties of the Additional Insured in the event of claim or "suit":

1. The Additional Insured must promptly give notice of a claim which is made or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES AS REQUIRED BY WRITTEN CONTRACT

<i>Attached To and Forming Part of Policy</i> 0100200851-0	<i>Effective Date of Endorsement</i> 08/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Shin International Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

### ALLIED HEALTH GENERAL LIABILITY COVERAGE

**A. SECTION II- WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and
3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

**B.** With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:

1. This insurance does not apply to:
  - a. Any "occurrence" which takes place after you cease to be a tenant in that premises;
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
  - c. Any "bodily injury" or "property damage" arising out of:
    - (1) The sole negligence of the Additional Insured or any employees of the Additional Insured; or
    - (2) Any obligation of the Additional Insured to indemnify another because of "damages" arising out of such injury or damage.
2. Where there is no duty to defend the "named insured", there is no duty to defend the Additional Insured. Where there is no duty to indemnify the "named insured", there is no duty to indemnify the Additional Insured.

**C.** With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D. Duties of the Additional Insured In the event of claim or "suit":**

1. The Additional Insured must promptly give notice of a claim which is made or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Freidin INB Insurance Services 985 University Avenue Suite 37 Los Gatos CA 95032	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: LuAnne Pressnell</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 408-395-7900</td> <td>FAX (A/C. No.): 408-395-3711</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: luanne@freidininb.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td colspan="2">INSURER A: Markel Insurance Company</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: LuAnne Pressnell		PHONE (A/C. No. Ext): 408-395-7900	FAX (A/C. No.): 408-395-3711	E-MAIL ADDRESS: luanne@freidininb.com		<b>INSURER(S) AFFORDING COVERAGE</b>		INSURER A: Markel Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Shin International Inc 655 Ellis Street San Francisco CA 94109	License#: 0M15648 SHININT-01																				

**COVERAGES** **CERTIFICATE NUMBER: 869946370** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC0189875-02 MWC0189875-02	7/24/2022 7/24/2022	7/24/2023 7/24/2023	X PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

Named Insured's Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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