

**First Amendment to  
Emergency Agreement between the City and County of San Francisco  
and  
Gajanan Inc.  
Buena Vista Motor Inn**

THIS FIRST AMENDMENT (this “Amendment”) is made as of **March 11, 2021**, in San Francisco, California, by and between **Gajanan, Inc.** (“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 April 10, 2020 (the “**Original Agreement**”), and extended by the extension notice from City dated July 11, 2020 (the Original Agreement and extension notice are collectively, the “**Agreement**”), for Rooms and Services at the property commonly known as the **Buena Vista Motor Inn** located at 1599 Lombard Street, San Francisco, CA 94123, 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, amend Appendix B and Appendix E, 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 **April 13, 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. **Amend Section 3.3.1**. The following sentence from Section 3.3.1 is hereby deleted from the Agreement:

“In no event shall the amount of this Agreement exceed **Two Million Seven Hundred Eight Thousand Four Hundred Eight Three Dollars (\$2,708,483)**.”; and

the following sentence is hereby added in its place and fully incorporated into the Agreement:

“In no event shall the amount of this Agreement for Rooms and Services exceed **Two Million Nine Hundred Forty-Nine Thousand, Seven Hundred Fifty-Three Dollars (\$2,949,753).**”

4. **Addition to Article 7.** The following is hereby added to the end of the first paragraph of Article 7 and fully incorporated into the Agreement:

Hotel shall apply for an exemption from the payment of hotel (transient occupancy) taxes with respect to Rooms and Services provided under this Agreement.  
[http://www.sftreasurer.org/sites/default/files/2020-04/Hotel Exemption COVID-19 Form Rev 4.2.2020.pdf](http://www.sftreasurer.org/sites/default/files/2020-04/Hotel%20Exemption%20COVID-19%20Form%20Rev%204.2.2020.pdf).

5. **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.

6. **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 1.126 and has provided the names of the persons required to be informed to City department with whom it is contracting.

7. **Amend Appendix A.** The following is added to Section f. Utilities of Appendix A Hotel Scope of Services, and is hereby amended, and fully incorporated into the Agreement:

“ Other - Excessive Use of Utilities: If the total utility use (water, electricity, etc.) for any month exceeds 1/12 of the Hotel’s total utility cost for 2019, then City will reimburse Hotel for that excessive amount over the 2019 baseline. Hotel shall add that calculation to its monthly invoice and shall provide proof of 2019 utility costs to City as a baseline.”

8. **Amend Appendix B.** The following amounts within Section 1 of Appendix B Calculation of Charges are hereby amended, increased, and fully incorporated into the Agreement:

a. <b>Total Not-to-Exceed Compensation:</b>	<b>\$2,949,753</b>
Not-to-Exceed Compensation without Reimbursable	
b. Amount:	\$2,449,020 (51 x \$70 x 686)
c. Not-to-Exceed Reimbursable Amount:	\$367,353 (15% of b.)
d. Not-to Exceed Reimbursable Amount (Food Serv. in App. E)	\$133,380 (already paid)

9. **Amend Appendix E.** Appendix E is hereby deleted from the Agreement, and the following is hereby added in its place and fully incorporated into the Agreement:

**Appendix E**  
**Food Service by Hotel**

The Hotel and City previously developed and incorporated a food service programs, which ended on June 7, 2020. The compensation of \$133,380 was previously paid and is included in Appendix B.

The parties acknowledge that the food service program is no longer in effect and is confirmed as terminated.

10. **Full Force and Effect.** Except as specifically amended in this Amendment, the terms and conditions of the Agreement, as amended by this Amendment, shall remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

11. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

GAJANAN, INC.,  
a California corporation

Recommended by:

DocuSigned by:  
*Trent Rhorer* 3/18/2021  
0753A8870BB74EE...  
Trent Rhorer  
Executive Director  
Human Services Agency

DocuSigned by:  
*David Chin* 3/15/2021  
6B21C6ACDC24431...  
David Chin  
Managing Director  
City Supplier number: 0000042739

Approved as to Form:

Dennis J. Herrera  
City Attorney  
DocuSigned by:  
By: *David Ries* 3/18/2021  
EFF1B6C5BE4244A...  
David K. Ries  
Deputy City Attorney

Approved:

Sailaja Kurella  
Acting Director of the Office of Contract Administration, and Purchaser  
DocuSigned by:  
By: *Shawn Peeters* 4/9/2021  
C13CDA276251448...