

1 [Contract Amendment - 1231 Market Street Owner L.P. - Emergency Agreement - 1231
2 Market Street - Not to Exceed \$79,257,440]

3 **Resolution approving a fifth amendment to an emergency agreement between the**
4 **Human Services Agency (HSA) and 1231 Market Street Owner L.P., for the City’s**
5 **continued use of 459 hotel rooms and associated services located at the Hotel**
6 **Whitcomb on 1231 Market Street; increasing the contract amount by \$24,456,776 for a**
7 **total amount not to exceed \$79,257,440; extending the booking period, which expires**
8 **on March 1, 2022, for a potential total term of April 8, 2020, through December 1, 2022;**
9 **and to authorize the Executive Director of HSA to enter into amendments or**
10 **modifications to the contract that do not materially increase the obligations or**
11 **liabilities to the City and are necessary to effectuate the purposes of the contract or**
12 **this Resolution.**

13
14 WHEREAS, In response to the COVID-19 pandemic, Mayor London Breed declared a
15 “Local Emergency” on Tuesday, February 25, 2020, as supplemented from time to time,
16 including the Thirty-Fifth Supplemental Declaration dated February 19, 2021, authorizing the
17 extension of COVID-19-related contracts; and

18 WHEREAS, The Human Services Agency (“HSA”), in coordination with the Department
19 of Public Health, the Department of Emergency Management, the Department of
20 Homelessness and Supportive Housing (“HSH”), the Real Estate Division (“RED”), the Office
21 of Contract Administration (“OCA”), and other City stakeholders (collectively, the “City’s
22 COVID-19 Response Team”), procured hotel rooms and related emergency services in
23 support of the Local Emergency; and

1 WHEREAS, The City uses the rooms to further the public health and safety by
2 sheltering people who are otherwise within a vulnerable population and have no means to
3 socially-distance from possible COVID infection; and

4 WHEREAS, The City entered into an Emergency Agreement dated April 4, 2020, with
5 1231 Market Street Owner L.P. (“Hotel”) for the City’s use of 459 hotel rooms plus associated
6 services, including food service located at 1231 Market Street, as amended by a First
7 Amendment to Emergency Agreement dated May 15, 2020, to include requirements for City’s
8 reimbursement through the Federal Emergency Management Agency, a Second Amendment
9 to Emergency Agreement dated July 27, 2020, to increase the maximum contract amount to
10 pay for food services, and a “Third Amendment” to Emergency Agreement dated August 28,
11 2020, and a “Fourth Amendment” to Emergency Agreement dated May 3, 2021 (collectively,
12 the “Booking Contract”); and

13 WHEREAS, The Third Amendment was approved by the Board of Supervisors through
14 Resolution No. 380-20, a copy of the Booking Contract is on file with the Clerk of the Board in
15 File No. 200819; and

16 WHEREAS, The Fourth Amendment was approved by the Board of Supervisors
17 through Resolution No. 304-21, a copy of the Booking Contract is on file with the Clerk of the
18 Board in File No. 210500; and

19 WHEREAS, The Booking Contract originally ran for 122 nights from April 8, 2020,
20 through August 7, 2020 (the initial “Booking Period”); through the Third Amendment, the
21 Booking Period was extended through the night of June 30, 2021; through the Fourth
22 Amendment, the Booking Period was extended through the night of March 22, 2022; and

23 WHEREAS, HSA and HSH wish to continue to use the hotel rooms, as well as continue
24 to procure food services from Hotel in connection with the use of the hotel rooms; and
25

1 WHEREAS, HSA, in consultation with the Office of the City Attorney, negotiated a
2 proposed Fifth Amendment to Emergency Agreement (the “Fifth Amendment”) with the Hotel
3 to increase the contract amount to a not to exceed contract amount of \$79,257,440, and to
4 extend the Booking Period, which expires on March 1, 2022, for a total potential Booking
5 Period of April 8, 2020, through December 1, 2022 (966 nights), subject to City’s early
6 termination rights as described in the Booking Contract; and

7 WHEREAS, A copy of the Fifth Amendment is on file with the Clerk of the Board in File
8 No. 211236; and

9 WHEREAS, Charter, Section 9.118, requires Board of Supervisors approval of the Fifth
10 Amendment; now, be it

11 RESOLVED, That the Board of Supervisors hereby authorizes a Fifth Amendment to
12 increase the contract amount to a total not to exceed amount of \$79,257,440, and to extend
13 the potential Booking Period until December 1, 2022, subject to City’s early termination rights
14 as described in the Booking Contract, and to perform all of City’s obligations under the
15 Booking Contract as amended; and, be it

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

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

1 FURTHER RESOLVED, That within thirty (30) days of the Fifth Amendment being fully
 2 executed by all parties, HSA shall provide the final Fifth Amendment to the Clerk of the Board
 3 for inclusion into the official file.
 4

5 Fiscal Year 2021/2022 increase: \$11,936,427

6 Fund ID:	10482
7 Department ID:	149657
8 Authority ID:	10001
9 Project ID:	10036803
10 Account ID:	538010
11 Activity ID:	0005

12 _____
 13 /s/
 14 Ben Rosenfield
 15 Controller

16 Funding for Fiscal Year 2022/2023 is
 17 subject to the enactment of the Annual
 18 Appropriation Ordinance for Fiscal Year
 19 2022/2023.

20 RECOMMENDED:

21 _____
 22 /s/
 23 Human Services Agency
 24 Executive Director

25 _____
 /s/
 Department of Homelessness and Supportive Housing
 Director