

1 [Contract Amendment - SF Americania LLC - Emergency Agreement - 121 Seventh Street -
2 Not to Exceed \$16,430,164]

3 **Resolution approving a third amendment to an emergency agreement between the**
4 **Human Services Agency (HSA) and SF Americania LLC, for the City’s continued use of**
5 **143 hotel rooms and associated services located at the Americania Hotel on 121**
6 **Seventh Street; increasing the contract amount by \$6,670,714 for a total amount not to**
7 **exceed \$16,430,164; extending the booking period for a potential total term of March**
8 **24, 2020, through October 9, 2022; and to authorize the Executive Director of HSA to**
9 **enter into amendments or modifications to the contract that do not materially increase**
10 **the obligations or liabilities to the City and are necessary to effectuate the purposes of**
11 **the contract or this Resolution.**

12
13 WHEREAS, In response to the COVID-19 pandemic, Mayor London Breed declared a
14 “Local Emergency” on Tuesday, February 25, 2020, as supplemented from time to time,
15 including the Thirty-Fifth Supplemental Declaration dated February 19, 2021, authorizing the
16 extension of COVID-19-related contracts; and

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

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

1 WHEREAS, The City entered into an Emergency Agreement dated March 24, 2020,
2 with SF Americania LLC (“Hotel”) for the City’s use of 142 hotel rooms plus associated
3 services, as amended by a First Amendment to Emergency Agreement dated June 11, 2020,
4 and a Second Amendment dated March 22, 2021, to extend the term and add an available
5 room and increase the maximum contract amount (collectively, the “Booking Contract”); and

6 WHEREAS, The Booking Contract originally ran from March 24, 2020, through July 23,
7 2020 (the initial “Booking Period”), and through an extension notice dated June 23, 2020, the
8 Booking Period was extended on a month-to-month basis and through the Second
9 Amendment, the Booking Period was extended to November 15, 2021; and

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

12 WHEREAS, HSA, in consultation with the Office of the City Attorney, negotiated a
13 proposed Third Amendment to Emergency Agreement (the “Third Amendment”) with the Hotel
14 to increase the contract amount to a not to exceed contract amount of \$16,430,164 and to
15 extend the Booking Period through October 9, 2022, for a total potential Booking Period of
16 March 24, 2020 to October 9, 2022 (928 nights), subject to early termination rights as
17 described in the Booking Contract; and

18 WHEREAS, A copy of the Third Amendment is on file with the Clerk of the Board in File
19 No. 211235; and

20 WHEREAS, Charter, Section 9.118, requires Board of Supervisors approval of the
21 Third Amendment; now, therefore, be it

22 RESOLVED, That the Board of Supervisors hereby authorizes a Third Amendment to
23 increase the contract amount to a total not to exceed amount of \$16,430,164 and to extend
24 the potential Booking Period until October 9, 2022, subject to early termination rights as
25

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

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

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

