

**THIRD AMENDMENT
TO EMERGENCY AGREEMENT
SAYANA CORPORATION
ADANTE HOTEL**

THIS **THIRD AMENDMENT TO EMERGENCY AGREEMENT** (this “*Amendment*”), dated as of April 18, 2022, for reference purposes, is entered into by and between **Sayana Corporation**, 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 7, 2020 (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-Three (93) room hotel located at 610 Geary Street, in the City and County of San Francisco, commonly known as the “**Adante 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 23, 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 together with the Emergency Agreement, and the First Amendment, the “*Agreement*”).

C. The San Francisco Board of Supervisors adopted Ordinance Ordinance No. 167-22 on July 28, 2022 and effective as of August 28, 2022 (the “*Ordinance*”, attached hereto), to authorize the extension of the Booking Period from April 17, 2022, to August 31, 2023, and to increase the Compensation under the Agreement by Four Million, Nine Hundred Eighteen Thousand, Three Hundred Fifty-One Dollars (\$4,918,351), from Nine Million, Nine Hundred Thirty-Eight Thousand, Five Hundred Fifteen Dollars (\$9,938,515), to Fourteen Million, Eight Hundred Fifty-Six Thousand, Eight Hundred Sixty-Six Dollars (\$14,856,866).

D. City and Contractor now desire to enter into this Amendment to, among other things, (a) extend the Booking Period from April 17, 2022, to August 31, 2023, and (b) increase the Compensation in accordance with the Ordinance and on the terms and conditions 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 herby 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 Section 2.1.** *Section 2.1 of the Agreement is hereby amended and restated in its entirety and shall hereinafter read as follows:*

“2.1 Term.

2.1.1. The term of this Agreement commenced on **May 14, 2020**, and will expire of its own accord on **August 31, 2023** (the “**Booking Period**”), unless earlier terminated as otherwise provided herein. In accordance with Section 8.1.1, City may terminate this

Agreement by providing at least thirty (30) days' written notice to Hotel of such termination.

2.1.2 On the conditions set forth below, City shall have the right to extend the Booking Period on a month to month basis by providing no less than thirty days' prior written notice to Hotel; provided, that (a) in no event shall any extension of the Booking Period extend beyond August 31, 2023, and (b) any extension of the Booking Period beyond August 31, 2023, shall require the Executive Director of HSA to first obtain the approval of the San Francisco Board of Supervisors by ordinance waiving any applicable restrictions in the Municipal Code."

(b) Amendment of Section 3.3.1. *The fourth sentence of Section 3.3.1 is hereby amended and restated in its entirety and shall hereinafter read as follows:*

"In no event shall the amount of this Agreement exceed Fourteen Million, Eight Hundred Fifty-Six Thousand, Eight Hundred Sixty-Six Dollars (\$14,856,866)."

(c) Addition of Section 3.3.6. *Section 3.3.6 is hereby added to the Agreement.*

"3.3.6. Property Damage Claims. If, at any time during or at the end of the Booking Period, there is any damage (other than ordinary wear and tear) caused to the Property by the City or any of its Guests ("**Property Damage**"), Hotel shall repair such Property Damage, and following Hotel's submission of a written description and photographs of such Property Damage and invoices therefor, the City shall promptly reimburse Hotel all undisputed amounts for the repair of such Property Damage, as such undisputed amounts are mutually agreed upon by the Parties, subject to the approval of the San Francisco Board of Supervisors acting in its sole discretion if required. Any remaining disputed amounts may be reserved by the Hotel in a Final Agreement Closeout and Release of Claims attached to this Agreement as **Appendix F**, and shall be subject to dispute resolution, as provided herein. The Hotel hereby reserves all other rights and remedies available to it at law or in equity for any Property Damage. City and Hotel acknowledge and agree that neither this paragraph, any not to exceed maximum amount of this Agreement, nor the allocation of amounts set forth in **Appendix B** shall limit or restrict City's obligation for costs incurred by Hotel to repair or restore the Property as required by this Agreement."

(d) Addition of Section 4.8. *Section 4.8 Department Transition and Continuity is hereby added to the Agreement to read as follows:*

"4.8 Departmental Transition and Continuity. Over the course of the term of this Agreement (i.e., through August 31, 2023), it is anticipated that administration of this Agreement on behalf of the City may be transferred from the Human Services Agency ("**HSA**") to the Department of Homelessness and Supportive Housing ("**HSH**"). As part of the transfer, the departmental contact(s) and invoicing procedures specified in this Agreement will shift from the HSA to HSH. The City's obligations under this Agreement will not change. HSA must notify the Hotel in writing of the all new departmental contacts and invoicing procedures. After written notice is given to the Hotel, all references in this Agreement to "HSA", "Department", or "City" shall be construed as a reference to "HSH."

(e) Amendment of Section 8.1.3. *Section 8.1.3 of the Agreement is hereby amended and restated in its entirety and shall read as follows:*

“8.1.3 Upon expiration (or earlier termination) of this Agreement, the City shall peacefully surrender the Property to the Hotel in as good order and condition and repair as when received, except for reasonable, ordinary use and wear thereof. The City shall ensure, at no cost to the Hotel, that all its employees, guests, and invitees have completely vacated the Property prior to the expiration (or earlier termination) of this Agreement. If the City fails to surrender the Property to Hotel (a) on the date required, and (b) in the condition required hereunder, after the expiration of any applicable notice and cure periods the City will be liable for all reasonable out of pocket costs incurred by the Hotel (or third parties under contract with the Hotel) to repair or restore the Property to the required condition to satisfy City's surrender obligations hereunder; provided, however, that if City has failed to return the Property in the condition required, then within three (3) days following City's vacating the Property, Hotel shall undertake reasonable repairs to mitigate and or avoid any loss of use of the Property.”

(f) **Amendment of Appendix A.** *Appendix A is amended d as follows:*

(i) **“Population to be Housed”** is amended and restated in its entirety to read as follows:

“Hotel will house the following populations during the Term:

City will use seventy-two (72) rooms at the Improvements as a Non-Congregate Shelter to house Non-congregate Shelter Program participants, who are adults, without custody of minor children, experiencing homelessness and who have no fixed, regular, and adequate nighttime residence, are unsheltered, and have a need for adequate emergency nighttime sleeping accommodations. Fourteen (14) rooms will be used at the Improvements for Isolation and Quarantine to house individuals whose current housing situation does not allow them to self-quarantine at home in an effort to minimize the spread of the COVID-19 virus.

Individuals will be identified and assessed by the Department of Homelessness and Supportive Housing SF Homeless Outreach Team in coordination with the Department of Public Health Street Medicine Team (or through a shelter placement process approved by the Department of Homelessness and Supportive Housing).

(ii) **“City Scope of Service”** is amended as follows:

d. PPE – City will no longer provide PPE.

k. Third Party Vendors – City will no longer provide Guest Laundry services.

m Room Cleaning – The first sentence shall be amended to delete “but in accordance with CDC requirements.

(g) **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. **Total Not-to-Exceed Compensation:** \$14,856,866
- b. **Not-to-Exceed Compensation without Reimbursable Amount:** \$8,386,275

(93 x \$79 x 655) + (93 x \$70 x 549)

Not-to-Exceed Reimbursable Amount (Contingency, 15% of amount in

- c. **b.):** \$1,257,941
- d. **Not-to-Exceed Reimbursable Amount (Food Service in Appendix E)** \$5,212,650

(h) Amendment of Appendix E. *Appendix E “Food Service by Hotel” is hereby Amended and Restated in its entirety and shall herein after be replaced with the Appendix attached to this Amendment as Exhibit A.*

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; provided that, this Amendment shall not become effective until the date of the effectiveness of the Ordinance.

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. Exhibits. The Exhibits attached hereto are incorporated into this Amendment by this reference.

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

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

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

DocuSigned by:
Shireen McSpadden
CAD7B7818868449...
Shireen McSpadden
Executive Director
Homelessness and Supportive Housing

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Vincent Brown
5D88F562E4274BB...
Vincent L. Brown
Deputy City Attorney

HOTEL

SAYANA CORPORATION,
a California corporation

DocuSigned by:
Chirag Patel
22DB845FFE8E426...
Chirag Patel
Manager

Supplier ID: **0000043291**

Exhibit A

Appendix E “Food Service By Hotel”

The Hotel and City continue to work in good faith to develop and incorporate food service programs, which will: (i.) not exceed \$70 per room per night from the period beginning May 14, 2020 through the night of March 31, 2021 (322 nights); and (ii) not exceed \$55 per room per night beginning April 1, 2021 through the night of February 28, 2022 (333 nights); and (iii) not exceed \$55 per room per night beginning March 1, 2022 through the night of April 17, 2022 (47 nights); (iv) not exceed \$55 per room per night beginning April 18, 2022 through the night of June 30, 2022 (74 nights); and (v) not exceed \$25 per room per night beginning July 1, 2022 through the night of August 31, 2023 (427 nights). The total not-to-exceed compensation of \$5,212,650 for the food service program is included in Appendix B.

The parties acknowledge that the City may terminate any food service program by providing at least fourteen (14) days written notice to Hotel of such termination, to be effective immediately upon the date specified in the notice, at no additional cost or termination fee. Notwithstanding, City agrees to use commercially reasonable efforts to provide more advanced notice to the extent it is practical or able to do so. City shall pay Hotel the daily food service rate through the termination date provided in City’s termination notice in accordance with the monthly invoice procedure provided in Appendix B.

Exhibit B

Ordinance

[Attached]

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

9

9 By: /s/ Henry L. Lifton
10 HENRY L. LIFTON
11 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

