DocuSign Envelope ID: 58490DBB-66DF-4734-8BD2-C85041BE6AA7

First Amendment to
Emergency Agreement between the City and County of San Francisco
and
Shin International, Inc.
Cova Hotel

THIS FIRST AMENDMENT (this "Amendment") is made as of **March 22, 2021**, in San Francisco, California, by and between **Shin International, 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 May 15, 2020 (the "**Original Agreement**"), and extended by the extension notice from City dated August 24, 2020 (the Original Agreement and extension notice are collectively, the "**Agreement**"), for Rooms and Services at the property commonly known as the **Cova Hotel** located at 655 Ellis Street, San Francisco, CA 94109, 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 **May 26, 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 **Five Million Two Hundred Thirty Thousand Seven Hundred Twenty Four Dollars ($5,230,724)**."; and

DocuSign Envelope ID: 58490DBB-66DF-4734-8BD2-C85041BE6AA7

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 **Six Million Nine Hundred Twenty-Six Thousand, Two Hundred Seventy-Two Dollars ($6,926,272)**."

4. **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.

5. **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.

6. **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:

DocuSign Envelope ID: 58490DBB-66DF-4734-8BD2-C85041BE6AA7

a. **Total Not-to-Exceed Compensation:**	**$**	**6,926,272**	
b. Not-to-Exceed Compensation without Reimbursable Amount:	$	4,825,715	*(95 x $79.00 x 643)*
c. Not-to-Exceed Reimbursable Amount:	$	723,857	*(15% of b.)*
d. Not-to-Exceed Reimbursable Amount (Food Service in App. E)	$	1,376,700	*(terminated 12/22/20)*

7. **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 December 22, 2020. The compensation of $1,376,700 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.

8. **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.

9. **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.

//

//

//

//

//

//

//

//

//

//

//

DocuSign Envelope ID: 58490DBB-66DF-4734-8BD2-C85041BE6AA7

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

CITY

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

Recommended by:

DocuSigned by:
Trent Rhorer 3/29/2021
9753A8870BB74EE...

Trent Rhorer
Executive Director
Human Services Agency

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
David Ries 3/27/2021
EFF1B6C5BE4244A...

David K. Ries
Deputy City Attorney

Approved:

Sailaja Kurella
Acting Director of the Office of Contract Administration, and Purchaser

By: DocuSigned by:
Sailaja Kurella 5/24/2021
78EAEA4AB01C4E0...

HOTEL

SHIN INTERNATIONAL, INC.,
a California corporation

DocuSigned by:
3/23/2021
6A8637B058CE4D8...

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

City Supplier number: 0000043408