

NON-CONGREGATE SHELTER AGREEMENT #5828

Kayna Westley, LLC
Best Western Stagecoach Inn
5940 Pony Express Trail
Pollock Pines, CA 95726
And
COUNTY OF EL DORADO

THIS AGREEMENT (“Agreement”) is made and entered into by and between Kayna Westley, LLC (“Owner”) and the County of El Dorado, a political subdivision of the State of California (“County”) Owner or County may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in this Agreement, that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

WHEREAS, County previously approached Owner to use the Premises to house individuals associated with COVID-19 for the purpose of providing emergency shelter and housing for specified members of the public during the period of emergency, via Agreement, #4854, dated April 24, 2020, pursuant to the Governor’s State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, and other Executive Orders related thereto, in response to COVID-19; and

WHEREAS, prior agreement #4854, was automatically terminated thirty (30) days after termination or expiration of the Governor's Shelter-in-Place Order (N-33-20), which occurred on June 11, 2021 pursuant to Executive Order (N-07-21), making the termination date of #4854 effective July 11, 2021; and

WHEREAS, use of the Premises to house and care for medically vulnerable persons, which may include those who have been diagnosed with COVID-19 but do not require hospitalization for the illness, persons who must be isolated or quarantined because they have been exposed to COVID-19, and other at risk persons remains a need in the County, and County wishes to continue to use the Premises; and

WHEREAS, Owner agrees that County may continue use of the areas of the Premises described in Exhibit A attached hereto (the "Premises") for the purpose of providing emergency shelter and housing for specified members of the public; and

WHEREAS, Owner is the record owner of certain real property defined as the Premises herein situated in the County of El Dorado, State of California and has the authority to grant the rights contained herein this Agreement to the County; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000; and

WHEREAS, the parties hereto have mutually agreed to enter into a new Agreement, with a retroactive start date of July 12, 2021 to ensure the continued provision of services after the termination of agreement #4854 on July 11, 2021; and

WHEREAS, this Agreement is necessary for the preservation of public health and safety; and

WHEREAS, County enters into this Agreement as a political subdivision of the State of California and in reliance upon the aforementioned proclamation and executive order that County will seek reimbursement from the State of California and the federal government to make County whole for its expenditures related thereto. All provisions of this Agreement shall be read and construed in a manner that is consistent with this stated purpose.

NOW, THEREFORE, in consideration for the promises of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Premises.

1.1. Letting. Owner hereby authorizes and lets to the County (including its invitees, tenants, contractors, agents and representatives) and County hereby hires from the Owner those certain Premises as defined herein and attached hereto as

Exhibit A, for the term, at the rental amounts, and upon all the terms and conditions set forth in this Agreement.

1.2. Defined. The Premises shall consist of portions of that certain real property, including improvements therein or to be provided by Owner under the terms of this Agreement, and commonly known as Best Western Stagecoach Inn, located at 5940 Pony Express Trail in the City of Pollock Pines, County of El Dorado, State of California, and consisting of 26 Rooms including 15 parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities ("Premises"), except the County shall not have access to the pool or pool area, or any exercise rooms or facilities. The County, its employees, tenants, and invitees shall not have access to private areas including the maintenance, telephone and storage rooms; the break room, manager's apartment, or the manager's office. It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees. Owner acknowledges that, as a result of County's use and occupancy of all available lodging rooms on the Premises, Owner will be unable to rent rooms to the public during the term of this Agreement.

2. Use and Purpose. Owner acknowledges and understands that County intends to use the Premises to house and care for persons including: (1) persons who have been diagnosed with COVID-19 if such persons do not require hospitalization; (2) persons who must be isolated or quarantined because they have been exposed to the illness; and (3) other at risk persons. County will limit the occupancy of each guest room within the hotel building to no more than two persons housed in each room.

County agrees that medical services will not be performed on the Premises under any circumstances, except as is necessary to medically stabilize any person(s) prior to removing that person(s) from the Premises and transporting that person(s) to a hospital or other location.

3. Term. The retroactive "Term" of this Agreement shall commence on July 12, 2021, and shall continue thereafter from month to month until terminated as set forth herein.

4. Termination. Either Party may terminate this Agreement at any time by giving written notice to the other Party at least 30 days prior to the date when such termination shall become effective. If County fails to complete its move out within the notice period and remains in the Premises, additional rent shall be paid at the same rate as stated in Section 5 (Rent), based on the actual number of days County occupies the Premises following the effective date of termination.

5. Rent. Rent shall be \$72 per room per day (\$1,872 per day). Rent shall be paid by County to Owner as follows:

5.1. Effective upon execution of this Agreement #5828, County shall pay rent in arrears at the end of each ensuing month, in the amount of (\$72 / day / 26 rooms x the # days in the month), with the first such payment due immediately for occupancy that has already occurred from July 12, 2021 through July 31 2021 in the amount of \$37,440 (\$1,872 per day for 20 days.)

5.2. Rent payable hereunder for any period of time shall be determined by multiplying the daily rate set forth in Section 5 by the applicable number of days.

5.3. Rent shall be paid to Owner at the address specified in Section 28.2 of this Agreement.

6. Parking spaces. Upon commencement of the Term of this Agreement, 15 parking spaces shall be unobstructed and completely accessible for County's exclusive use.

7. Security. County staff, or County's contractor staff, shall be onsite daily at regularly scheduled intervals, and shall be available 24 hours a day, 7 days a week to respond to emergencies.

8. Services, utilities and supplies. Owner, at Owner's sole cost and expense, during the Term of this Agreement shall furnish the following services, utilities and supplies to the Premises: (a) Sewer, trash disposal and water service, including both hot and cold water to the lavatories; (b) elevator (if any) service; and (c) electricity and/or gas as necessary to provide power for heating, ventilating and air conditioning, and electrical or gas service as needed for County's operations. In the event of failure by Owner to furnish any of the above services or utilities in a satisfactory manner, County may upon 3 days prior written notice to Owner, furnish the same at its own cost; and, in addition to any other remedy County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become, due hereunder.

9. Housekeeping. Owner's housekeeping staff shall provide the following services: retrieving soiled linens/towels, providing new linens/towels, toiletries, shampoo, conditioner, soap, toilet paper and tissues, all items picked up and dropped off at each room by Housekeeping staff. All items will be picked up or dropped off outside the exterior door of each room respectively. Owner shall provide for the cleaning of soiled linens/towels through owners laundry vendor. Housekeeping staff will not access the interior of the rooms or contact with room occupants. Housekeeping or Maintenance staff shall pick up any trash left outside the exterior door by occupant and dispose of appropriately. Maintenance Staff and Housekeeping staff shall coordinate with County to develop policies and procedures for hotel staff to facilitate the use of the Premises for the purposes outlined in this agreement.

10. Food service. Food will be supplied by the County or County contractors. Owner will not accept any requests for food, sundries (with the exception of items listed under paragraph 9 “Housekeeping” including toiletries, shampoo, conditioners, soap, toilet paper and tissues), or other items from the patrons placed in the facility under this Agreement.

11. Signs. County shall, after giving notice to Owner, have the right to install any signs the applicable local governmental agency will permit appropriate for the identification of the Premises.

12. Alterations by County. Owner hereby consents that during the Term of this Agreement or any extension thereof, County shall have the right, at County’s sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure of the Premises shall not be altered. All improvements, installations and modifications installed by County during the Term of this Agreement shall be considered personal property of County and County may, at its option, remove any or all of such items at any time during the Term of this Agreement or any extension thereof. County shall restore the Premises affected by such installations, modification or improvement, as nearly as practicable to its condition as of the date of occupancy by County, normal wear and tear excepted.

13. Repair and maintenance.

13.1. During the Term of this Agreement, Owner shall maintain the Premises in good condition. Owner shall maintain the foundation, walls, roof, building exterior including doors and glass, floors, floor coverings, encased electrical system, encased plumbing, water and sewage disposal systems, fire sprinkler system, and HVAC system, and shall provide all maintenance and repair required to be performed in connection therewith. Owner, however, shall have no responsibility for maintenance which may be required by reason of negligence or misconduct of County, its agents, servants, employees, contractors, or patrons.

13.2. In the event of any failure of any building system or element in the Premises that is an Owner responsibility pursuant to the terms of this Agreement, County shall not be liable for any loss or damage arising out of or relating to any death, bodily injury, or property damage resulting from such failure, except as to any loss or damage to the extent arising from the negligence of County.

14. Quiet possession. Owner agrees that County, while keeping and performing the covenants herein contained, shall at all times during the existence of this Agreement peaceably

and quietly have, hold and enjoy the Premises without suit, trouble or hindrance from Owner or any person claiming under Owner.

15. Condition of Premises upon termination. Upon the termination of this Agreement for any reason, County shall vacate the Premises and deliver it to Owner in good order and condition, damage by the elements, fire, earthquake, falling objects and ordinary wear and tear excepted. If Owner makes any repairs to the Premises that are necessary to return the Premises in its original condition, including, replacement of mattresses and bedding, in the same specifications as the existing mattresses and bedding, only in those rooms where any person(s) tests positive for COVID-19 or the room occupant causes damage beyond repair, and repairing damage to any room, upon written approval by Contract Administrator, County will reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts.

For the avoidance of doubt, the Parties acknowledge and agree that the costs outlined in this section are not covered by either Party's insurance as outlined in Section 16 below. If replacement or repairs are needed; County will reimburse Owner for the loss of use of the guest room during the repair period at a rate not to exceed \$72 per day, per unusable guest room, for a period not to exceed five days. In addition, County will ensure that Owner maintains its use rights, including any grandfathered status under local zoning laws, at the end of the Term.

16. Insurance.

16.1 Owner:

Owner shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Owner maintains insurance that meets the following requirements:

16.1.1. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Owner as required by law in the State of California.

16.1.2. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

16.1.3. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Owner in the performance of the Agreement.

16.1.4. In the event Owner is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

16.1.5. Owner shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

16.1.6. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

16.1.7. Owner agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Owner agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Owner agrees that no work or services shall be performed prior to the giving of such approval. In the event the Owner fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

16.1.8. The certificate of insurance must include the following provisions stating that:

- (i) The insurer will not cancel the insured's coverage without prior written notice to County, and;
- (ii) The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

16.1.9. The Owner's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Owner's insurance and shall not contribute with it.

16.1.10. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Owner shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

16.1.11. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

16.1.12. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

16.1.13. Owner's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

16.1.14. In the event Owner cannot provide an occurrence policy, Owner shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

16.1.15. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

16.2. County: County warrants that it is self-insured and will provide evidence of said insurance upon request.

17. Destruction of Premises. If the Premises or the hotel building on the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to materially impair County's use of the Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If Owner makes the necessary repairs within 180 days rendering the Premises as suitable and serviceable as they existed the day County occupancy commenced, no right of termination by County shall exist. If repairs are not made within 180 days, ordinary wear and tear excepted, County may terminate this Agreement effective on the 180th day after said destruction by mailing written notice to Owner of County's intention to terminate. If, during a period of partial destruction, County should desire to continue occupancy, rent shall be abated in the same ratio as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 90 days, County shall have the option to terminate this Agreement or remain in possession at the reduced rent.

18. Condemnation. If a public authority under the power of eminent domain should take the whole of the Premises, then the Term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Owner shall have the right to terminate this Agreement and County shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If County remains in possession, all of the terms hereof shall continue in effect, with rents payable being reduced proportionately for the balance of the Term of this Agreement. If such taking under the power of eminent domain occurs, all payments shall belong to Owner.

19. Taxes and assessments. Owner shall pay all ad valorem taxes levied against the Premises covered by this Agreement.

20. Indemnification. Except as otherwise provided herein, County represents that it has inspected the Premises, accepts the condition and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Owner, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Premises unknown to the County, its officers, agents or employees. Owner shall indemnify and hold harmless the County of El Dorado, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (County's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Premises, and Owner, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Owner, Owner shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Owner's indemnification to Indemnitees as set forth herein. Owner's obligation hereunder shall be satisfied when Owner has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Owner obligations to indemnify and hold harmless the Indemnitees herein from third party claims. Owner agrees that County is not liable to Owner for any claim of reputational damage as the result of County's housing of persons under this Agreement, provided that County complies with its obligations under this Agreement to maintain the Premises in good repair and ensures that the Premises is not deemed to be a public nuisance during the Term.

21. Hazardous substances. County agrees that it will comply with all applicable laws existing during the Term of this Agreement pertaining to the use, storage, transportation and disposal of any hazardous substance as that term is defined in such applicable law.

22. Compliance with State and Federal Laws.

22.1. **Compliance.** Owner warrants that the Premises and improvements on the Premises shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances (“Applicable Requirements”) in effect on the Occupancy Date of this Agreement, regardless of the use to which County will put the Premises. If the Premises do not comply with said warranty, Owner shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner’s expense. If the Applicable Requirements are hereinafter changed so as to require during the term of this Agreement, unless same is the result of the use to which County puts the Premises, the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance as hereinafter defined, or the reinforcement or other physical modification of the Premises Owner shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner’s expense.

22.1.1 **Assurance of Compliance:** Contractor shall comply with Exhibit B, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit B upon request by County.

22.2. **Americans with Disabilities.** Owner warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24, as amended from time to time and regulations issued pursuant thereto and in effect from time to time. Any cost incurred to cause the Premises to comply with said Act shall be borne by Owner.

22.3. **Non Discrimination.** Owner shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900

et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

22.4. Fair Employment Practices/Federal Provisions. During the performance of this Agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article. The Owner shall comply with the provisions of the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

22.5. Orders of Local, State or Federal Health. County and Owner mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and Owner mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like (“Official Actions”), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

22.5.1. In the event that such Official Actions make occupancy and/or use of the Premises by County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to Owner in the manner described herein, and County and Owner mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to Owner pro-rated from the date of the

Official Action, along with all other remaining sums due to Owner, within thirty (30) calendar days from the date of that Official Action.

22.5.2. The parties acknowledge that Owner and Operator are providing the Hotel Facilities for emergency purposes at the request of the County under the California Emergency Services Act (the "Act" (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

22.5.3. This is an acknowledgement that FEMA financial assistance will be requested by the County or State and if provided will be used to fund all or a portion of this Agreement. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23. Assignment and subletting. Neither County nor Owner shall have the ability to assign this Agreement without the consent of the other.

24. Time of essence; binding upon successors. Time is of the essence of this Agreement, and the terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

25. Waiver. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

26. Severability. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

27. Restoration of Premises.

27.1. Upon termination of this Agreement #4854, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises.

27.2. Owner shall restore all surfaces, including floors and walls, to the condition existing prior to County occupancy, including repair of damaged floor tile, and patching and repainting damaged wall surfaces to match adjacent existing surfaces.

27.2.1. Owner shall obtain three quotes for repair of the property in accordance with section 27.2, and shall accept the low bid. Owner shall submit invoices for cleaning services, with attached documentation.

27.2.2 County will reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts, in accordance with section 27.4 herein below.

27.3. Owner shall be responsible for cleaning of rooms between occupancy of clients, final cleaning and disinfection of the premises, and replacement of linens. Cost for cleaning and replacement of linens shall be invoiced to County under separate invoice with attached receipts for cleaning and purchase of replacement linens, in accordance with sections 27.4 and 27.5 herein below. Owner shall retain and disclose records to the County showing that the hotel was appropriately sanitized and disinfected upon termination of the lease.

27.3.1. Owner shall obtain three quotes for cleaning and disinfection; and shall accept the low bid. Owner shall submit invoices for cleaning services, with attached documentation.

27.3.2. County will reimburse Owner for the actual costs of the cleaning and disinfection upon submission of appropriate documentation, including receipts, in accordance with section 27.4 herein below.

27.4. In the event of damage caused by occupants, upon written approval by Contract Administrator, County will reimburse Owner for the actual cost for repair of facility, or replacement of items (e.g. mattresses, linens, appliances), following the same specifications as the original items, necessary to return the Premises to its original

condition. Owner shall submit appropriate documentation and receipts along with itemized invoice for said repairs / replacement.

27.5. Owner agrees that County's liability for cleaning of rooms between occupancy, final cleaning and disinfection and replacement of linens, and repair of any damages shall be limited to \$50,000 in total for the term of this agreement.

28. Notices and payments.

28.1. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either (a) deposited in the United States mail, certified and postage prepaid or (b) sent via an alternate commercial overnight delivery service with the receiver's signature required, and addressed as follows:

To Owner: Hitesh Patel
5940 Pony Express Trail
Pollock Pines, CA 95726
Attn: General Counsel

With a copy to:

To County: County of El Dorado
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
Attn: Contracts Unit

With a Copy to: County of El Dorado
Chief Administrative Office – Procurement
and Contracts Unit
330 Fair Lane
Placerville, CA 95667

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

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28.2. Rent shall be made payable to Owner in the following name and delivered to the following address:

5940 Pony Express Trail
Pollock Pines, CA 95726
Attn: Kayna Westley, LLC

29. Entire agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereto and no obligations other than those expressly set forth herein will be recognized, regardless of whether the terms herein differ from what might arguably be implied from any other contract, lease, ordinance, policy, or other documents approved by County.

30. Amendments. It is mutually understood and agreed that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

31. Governing law; forum; venue. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The parties agree that this Agreement was made and entered into in El Dorado County, California and that this Agreement and the parties' obligations under this Agreement are to be performed in El Dorado County. Accordingly, the parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over El Dorado County, California, with venue in El Dorado County.

32. Authority. If Owner is a corporation, general or limited partnership or individual owner, each individual executing this Lease on behalf of said corporation, partnership, or individual represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Agreement and that this Agreement is binding upon said corporation and/or partnership or individual.

33. Administrator: The County Officer or employee with responsibility for administering this Agreement is Alyson McMillan, Program Manager, Community Services Division, or successor.

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Requesting Contract Administrator Concurrence:

By:

Dated:

Alyson McMillan
Program Manager
Health and Human Services Agency

Requesting Department Head Concurrence:

By:

Dated:

Donald Semon
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, this Agreement #5828 has been executed by the parties hereto as of the dates written below.

OWNER: Kayna Westley, LLC

By: Hitesh Patel, Owner and Sole Member

Date: _____

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
John Hidahl, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

EXHIBIT A

SHOWING BLOCK OF ROOMS AND PARKING SPACES BEING LET

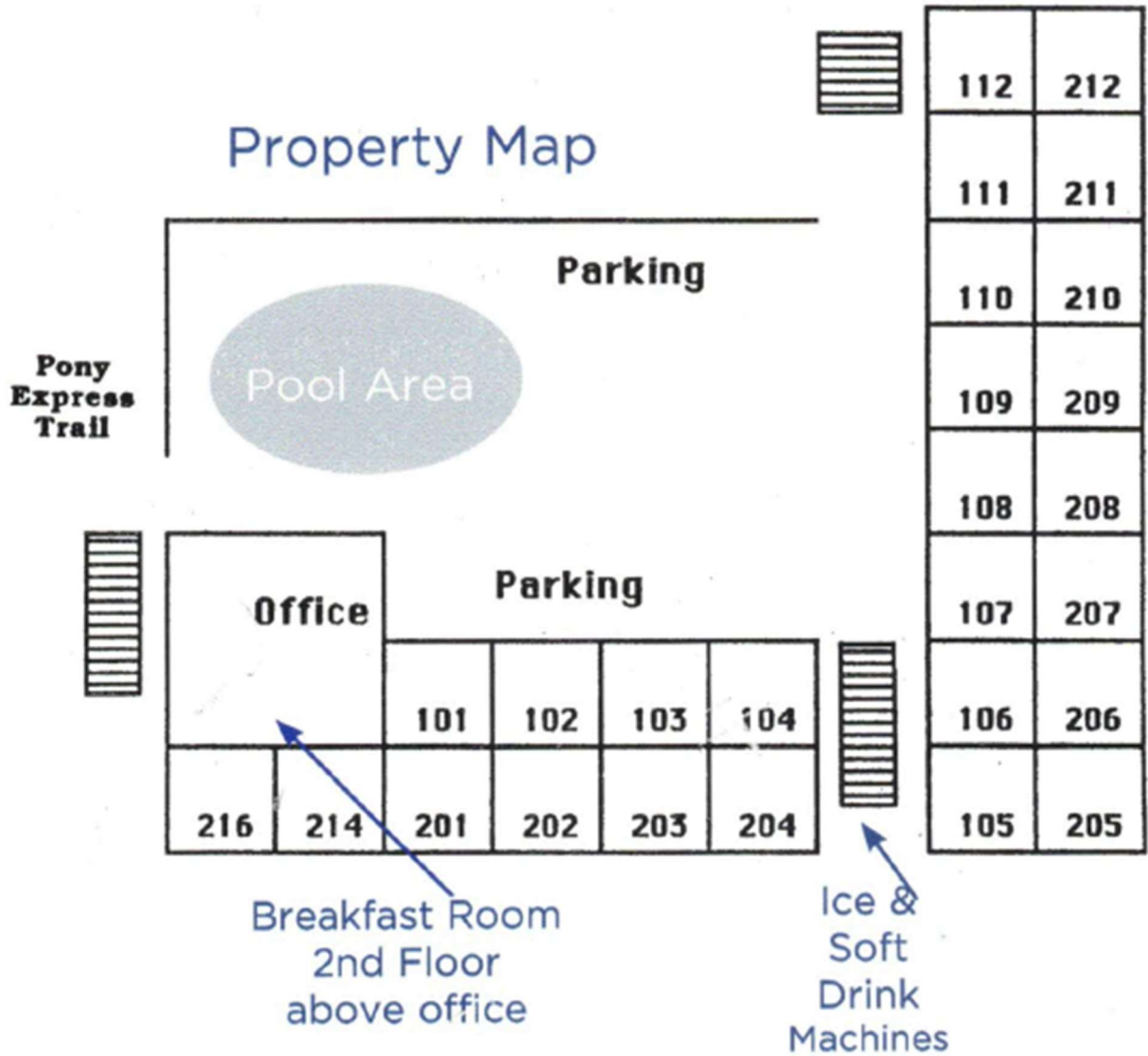


EXHIBIT B
VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: K. Westley, Best Western Pollock Pines

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Signature

Address of vendor/recipient

(08/13/01)