

**EMERGENCY OCCUPANCY AGREEMENT #4922**  
**AMENDMENT 1**  
**Kuldeep Singh Mand doing business as**  
**Fairbridge Inn Express**  
**of South Lake Tahoe**  
**3876 Lake Tahoe Blvd**  
**South Lake Tahoe, CA 96150**  
**and**  
**COUNTY OF EL DORADO**

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This Amendment 1 to that EMERGENCY OCCUPANCY AGREEMENT (“Agreement”) is made and entered into effective upon execution, by and between Kuldeep Singh Mand DBA Fairbridge Inn Express and Econo Lodge of South Lake Tahoe, 3860 Lake Tahoe Blvd., South Lake Tahoe, CA 96150 (“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”.

This Agreement is made in accordance with Public Contract Code Section 22050 regarding emergency contracting procedures.

**RECITALS**

**WHEREAS**, Owner has been engaged by County to let rooms located on the premises at 3876 Lake Tahoe Blvd., CA 96150, County of El Dorado, State of California, in accordance with Emergency Occupancy Agreement #4922 dated May 19, 2020, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to modify this Agreement to reflect the addition of two rooms, payment for said rooms, and clarify responsibilities with regard to housekeeping, thereby amending Article 1 “Premises”; Article 3, “Term”, Article 5 “Rent”; and Article 9 “Housekeeping”; and

**WHEREAS**, the parties hereto have mutually agreed to add the option to sign this Amendment in counterpart, thereby inserting Article 33 “Counterpart”;

**NOW THEREFORE**, the parties do hereby agree that Emergency Occupancy Agreement #4922 shall be amended a first time effective upon final execution of this Amendment I to that Agreement as follows:

1) **Article 1, “Premises,” Section 1.2 “Defined” is hereby amended and replaced in its entirety as follows:**

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 Fairbridge Inn Express, located at 3876 Lake Tahoe Blvd., CA 96150, County of El Dorado, State of California, and consisting of 20 standard rooms (#101 through #110 and #201 through #210) including 20 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.

Upon execution of this Amendment 1 to that Agreement #4922, two (2) additional rooms with kitchens: #111 and #211 and two additional parking spaces shall be added to the Premises, for a total of 22 rooms.

2) **Article 3, “Term,” is hereby amended and replaced in its entirety as follows:**

3. Term. The retroactive “Term” of this Agreement shall commence on May 1, 2020, and shall continue through December 31, 2020 and will continue thereafter from month to month, with such rights of termination as hereinafter expressly set forth, or until thirty (30) days after termination or expiration of the Governor’s Shelter-in-Place Order (N-33-20), whichever occurs first.

3) **Article 5, “Rent,” is hereby amended and replaced in its entirety as follows:**

5. Rent. Rent shall be paid by County to Owner as follows:

5.1 Upon commencement of the Term of this Agreement, rooms #101 through #110, and #201 through #210, shall be available to County for placement of Clients. County shall pay rent in the sum of \$1,000 per month for each room in one payment for the first month of the Term, within ten (10) days of the effective date of this Agreement.

Upon final execution of this Amendment I to Agreement 4922, two additional rooms, #111 and #211, shall be made available to County. County shall pay \$1,200 per month per room for rooms #111 and #211, for the first month of the term within ten (10) days of the effective date of this Amendment to the Agreement.

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5.2. Security Deposits: County shall deposit with the landlord the sum of \$1,000/room for rooms #101 through #110 and #201 through #210 as a security deposit to secure County's faithful performance of the terms of this lease. The Security Deposit sum for rooms #101 through #110 and #201 through #210 is \$2,400 and shall be paid within ten (10) days of the effective date of this Amendment I to that Agreement 4922.

Upon final execution of this Amendment I to that Agreement 4922, County shall deposit with the landlord the sum of \$1,200 per room for rooms #111 and #211 as a deposit to secure County's faithful performance of the terms of this lease. Upon termination of this agreement, room security deposits will be refunded. The Security Deposit sum for rooms #111 and #112 is \$2,400 and shall be paid within ten (10) days of the effective date of this Agreement.

5.3 Thereafter, County shall pay rent in arrears at the end of each ensuing month, in the sum of \$1,000 per room for rooms #101 through #110 and #201 through #210; and \$1,200 per room for rooms #111 and #112. Rent shall be paid to Owner at the address specified in this Agreement.

**4) Article 9 is hereby amended and replaced in its entirety as follows:**

**9. Housekeeping.**

9.1 Clean linens including sheets and towels shall be provided upon move-in for each Client, upon notification by County or County Contractor. No housekeeping services shall be provided during occupancy. Clients shall have access to on site coin-operated laundry facilities.

9.2 Final room cleaning between Clients, and upon final move out by County shall be performed by Owner. When moving out, County Client shall remove all personal belongings from the premises. Owner shall be responsible for cleaning and disinfection of the premises. Cost for cleaning and replacement of linens is \$200.00 per room, and shall be invoiced along with receipts as backup documentation, to County in accordance with paragraph 28.2 herein below. Owner shall provide room cleaning upon notification that a Client is moving out.

Owner shall be responsible for final cleaning and disinfection of the premises and shall replace linens. Cost for final cleaning and replacement of linens is \$200.00 per room, and shall be invoiced to County under separate invoice with attached receipts for cleaning and purchase of replacement linens.

9.3 Disposal of garbage: Clients shall be directed to deposit their own bagged garbage in the Owner's garbage bin, located on the premises near the kitchen and room #111, or in the dumpster across the street near room #101.

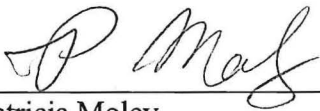
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5) Article 33 "Counterpart" is hereby added in its entirety as herein below:

33. Counterpart: This Amendment 1 to Agreement 4922 may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment 1 and all of which, when taken together, will be deemed to constitute one and the same Amendment 1 to Agreement. 4922.


Except as herein amended, all other parts and sections of that Agreement #4922 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Patricia Moley  
Assistant Director  
Health and Human Services Agency

Dated: 9/29/2020

**Requesting Department Head Concurrence:**

By:   
Donald Semon  
Director  
Health and Human Services Agency

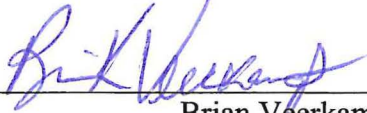
Dated: 10-5-20

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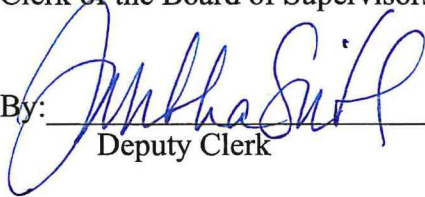
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Emergency Occupancy Agreement #4922 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/20/2020

By:   
Brian Veerkamp, Chair  
Board of Supervisors  
"County"

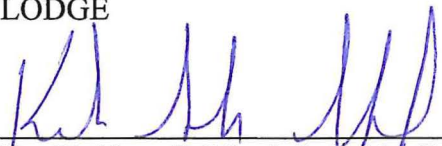
ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 10/20/2020

-- OWNER --

OWNER: Kuldeep S. Mand DBA  
FAIRBRIDGE INN EXPRESS and ECONO  
LODGE

By:   
Kuldeep S. Mand, Individually

Date: 10/12/2020