

ORIGINAL

EMERGENCY OCCUPANCY AGREEMENT #4854 AMENDMENT 1

This Amendment 1 to that Emergency Occupancy Agreement #4854, 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 (hereinafter referred to as "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, County has approached Owner to use the Premises to house individuals associated with COVID-19. Owner agrees that County may use the areas of the Premises described on Exhibit A attached hereto (the "Premises") for the purpose of providing emergency shelter and housing for specified members of the public during this period of emergency, in accordance with Emergency Occupancy Agreement #4854 dated April 24, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, Owner acknowledges and understands that County intends to use the Premises to house and care for persons including 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; 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, the parties hereto have mutually agreed to extend the term of this Agreement, hereby amending section 3. "Term;" and

WHEREAS, the parties hereto have mutually agreed to modify the daily rate of said Agreement, hereby amending section 5. "Rent" and Section 15 "Condition of Premises upon termination;" and

WHEREAS, the parties hereto have mutually agreed to amend section 27 "Restoration of Premises."

WHEREAS, the parties hereto have mutually agreed to identify the administrator of this Agreement, thereby inserting Article 33 "Administrator;"

NOW THEREFORE, the parties do hereby agree that Emergency Occupancy Agreement #4854 shall be amended a first time as follows:

1) Section 3, "Term" shall be amended and replaced in its entirety to read as follows:

3. Term.

The "Term" of this Agreement shall commence on April 20, 2020, and shall continue through December 31, 2020, and will continue thereafter from month to month until terminated as set forth herein or until thirty (30) days after termination or expiration of the Governor's Shelter-in-Place Order (N-33-20), whichever occurs first.

2) Section 5, "Rent" shall be amended and replaced in its entirety to read as follows:

5. Rent. Effective upon execution of this Amendment 1 to that Agreement #4854, 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 April 24, 2020, rooms were made available to County for placement of patrons. County paid rent in the sum of \$40,040.00 for the first 14 days of the Term, within ten (10) days of the effective date of this Agreement.

5.2. Thereafter, County shall pay rent in arrears at the end of each ensuing week, in the sum of \$20,020 with the first such payment due May 11, 2020. Rent payable hereunder for any period of time less than one week shall be determined by multiplying the daily rate set forth in Section 5 by the applicable number of days. Rent shall be paid to Owner at the address specified in this Agreement.

5.3 Effective upon execution of this Amendment 1 to that Agreement, County shall pay rent in arrears at the end of each ensuing week, in the amount of \$13,104 (\$72 / day / 26 rooms x 7 days). Any partial week shall be prorated daily and included along with the first full week of payment.

Rent payable hereunder for any period of time less than one week shall be determined by multiplying the daily rate set forth in Section 5.3 by the applicable number of days. Rent shall be paid to Owner at the address specified in this Agreement.

3) Section 15, "Condition of Premises upon termination" shall be amended and replaced in its entirety as follows:

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.

4) Section 27 "Restoration of Premises" shall be amended and replaced in its entirety as follows:

27. Restoration of Premises.

27.1 Upon termination of this Emergency Occupancy 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.

2.7.2.1 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.

2.7.2.2 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.

5) Section 33, "Administrator" shall be inserted to read as follows:

33. Administrator: The County Officer or employee with responsibility for administering this Agreement is Patricia Moley, Assistant Director, Health and Human Services Agency, or successor.


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: 10/12/2020

Requesting Department Head Concurrence:

By: 
Donald Semon
Director
Health and Human Services Agency

Dated: 10-13-20

//

//

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Emergency Occupancy Agreement #4854 on the dates indicated below.


OWNER: Kayna Westley, LLC

By: 
Hitesh Patel, Owner and Sole Member

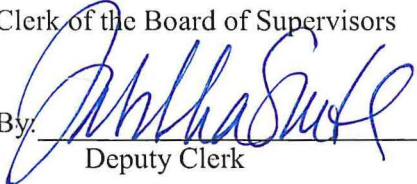
Dated: 10/16/2020

-- 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