RESOLUTION - ACTION REQUESTED 2020-180

MEETING: April 7, 2020

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify an Agreement for a 90-Day Lease at Yosemite Inn

RECOMMENDATION AND JUSTIFICATION:
Ratify an Emergency Occupancy Agreement with Yah 1901 LLC for the Purpose of Leasing a Hotel to Provide Housing to Individuals who Are Affected by COVID-19($416,000).

As part of the County’s response to COVID-19, the state has authorized and provided funding for a 90-day lease of Yosemite Inn. The lease allows the County to provide housing for individuals who need to be isolated or quarantined but do not have the ability to do so on their own.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
A local health emergency due to COVID-19 was proclaimed in Mariposa County on March 13, 2020. A local state of emergency was proclaimed a few days later and ratified by this Board on March 24, 2020.

Toward the end of March, the state announced funding to facilitate for local purchase or lease of hotels. The County applied for funding and has been awarded $416,000 for a hotel lease.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not ratify. An inability to isolate individuals may contribute to wider spread of COVID-19 in our community.

FINANCIAL IMPACT:
This agreement is supported by a grant from the California Department of Social Services.

ATTACHMENTS:
Yosemite Inn Lease Agreement (DOCX)
Resolution - Action Requested 2020-180

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
COUNTY of MARIPosa
P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

KEVIN CANN, CHAIR
MARSHALL LONG, VICE-CHAIR
ROSEMARIE SMALLCOMBE
MERLIN JONES
MILES MENETREY

DISTRICT IV
DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT V

MARIPOSA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

TO: DALLIN KIMBLE/County Administrative Officer
FROM: RENÉ LaROCHE/Clerk of the Board
SUBJECT: Ratify an Emergency Occupancy Agreement with Yah 1901 LLC for the Purpose of Leasing a Hotel to Provide Housing to Individuals who Are Affected by COVID-19 ($416,000)

RESOLUTION: 20-180

The following action was taken by the Mariposa County Board of Supervisors on April 7, 2020:

H.3. Administration RES-2020-180
Ratify an Emergency Occupancy Agreement with Yah 1901 LLC for the Purpose of Leasing a Hotel to Provide Housing to Individuals who Are Affected by COVID-19 ($416,000)

Dallin Kimble gave the staff report, noting receipt of state funding for use to lease a hotel as quarantine space. He provided a new agreement, and advised of a change to its term. Steven W. Dahlem/County Counsel advised that the item is also missing exhibit A, which are the Rules of Conduct that will apply. Mr. Dahlem also noted that this item was originally prepared in anticipation of having a signed lease today, thus, requiring Board ratification; however, that was not the case and he recommended that the action now being sought is to approve the agreement, rather than ratify, subject to approval by County Counsel as to form. Board discussion ensued.

AMENDMENT: Use the new agreement supplied by the CAO; change the term from April 10, 2020 to July 8, 2020; and attach Exhibit “A”.

ACTION: Approve an Emergency Occupancy Agreement with YAH1901, LLC, subject to approval as to legal form by County Counsel.

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
COUNTY OF MARIPOSA

EMERGENCY OCCUPANCY AGREEMENT

OCCUPANCY AGREEMENT COVERING PREMISES LOCATED AT:

5180 Jones Street
Mariposa, CA 95338

OWNER'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.:

TENANT:
County of Mariposa

Preamble

THIS OCCUPANCY AGREEMENT, made and entered into this 7th day of April, 2020 by and between Yah 1901 LLC, a California Limited Liability Company, hereinafter called the Owner, without distinction as to number or gender, and the County of Mariposa, a political subdivision of the State of California, hereinafter called the County. This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.

WITNESSETH

Description

1. The Owner hereby authorizes the County and the County hereby hires from the Owner those certain premises "AS IS" with appurtenances situated in the County of Mariposa, State of California, and more particularly described as follows:

The Yosemite Inn, consisting of twenty-seven (27) rooms, located at 5180 Jones Street, Mariposa, CA, and all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. The County shall have exclusive access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

The Owner hereby agrees to provide the County up to seventeen (17) off-site rooms under the same terms and conditions as provided in this occupancy agreement.

The County can request additional off-site rooms from the Owner at the then-existing market rate.

Term

2. The term of this occupancy agreement shall commence on April 10, 2020, and shall continue up to and including July 8, 2020, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The County may terminate this occupancy agreement at any time by giving written notice to the Owner at least thirty (30) days prior to the date when such termination shall become effective. The County may terminate this occupancy agreement as to all or some of the rooms without such notice upon the mutual agreement between the Owner and the County. If this occupancy agreement is terminated as to all or some of the rooms, the County shall not be
required to pay for those rooms. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination.

Rent

4. Rental payments shall be paid by the County, from legally available funds and subject to the California Constitution, in arrears bi-weekly during said term as follows:

**THE MONTHLY LEASE RATE FOR ALL 44 ROOMS SHALL BE $138,666.67. THE DAILY ROOM RATE SHALL BE ONE HUNDRED FIVE DOLLARS ($105.00) DURING THE TERM OF THIS OCCUPANCY AGREEMENT PRORATED ON A THIRTY (30) DAY MONTH.**

The Owner shall provide a monthly invoice to the County at the address below. Rental shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Invoices to the County shall be sent to: County Administrative Officer
P.O. Box 189
Mariposa, CA 95338

Notices

5. 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: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver’s signature required; and addressed as follows:

To the Owner:

Gautam Patel
Yah 1901 LLC
5776 Stoneridge Mall Road, Suite 155
Pleasanton, CA 94588

To the County:

County Administrative Officer
P.O. Box 189
Mariposa, CA 95338

Rental warrants shall be made payable to: Yah 1901 LLC

and mailed to: Yah 1901 LLC
5776 Stoneridge Mall Road, Suite 155
Pleasanton, CA 94588

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.

Parking

6. Parking spaces, upon commencement of the occupancy agreement, shall be unobstructed and completely accessible for County’s use.

Services, Utilities, and Supplies

7. The Owner, at the Owner’s sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the County, and also to the “common” building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:
A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.

B. Elevator (if any) service.

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.

D. Cable TV, Wifi, and local phone service in each room.

E. Pool, pool area, and pool equipment, if any.

F. Linen/terry supplies and utilization of laundry equipment.

Should there be a request to the Owner for maintenance, the County shall inform the Owner if the maintenance request is for a room/guest that has tested positive for COVID-19. The Owner shall inform its employees of any positive tests and provide its employees with appropriate personal protective equipment (PPE).

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the 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.

8. During the term of this occupancy agreement, the Owner shall maintain the occupied premises in good repair and tenantable condition.

9. The County shall have the ability to assign this occupancy agreement.

10. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

The County shall enforce a code of conduct/guest expectations, a copy of which is attached hereto as Exhibit A and made a part hereof.

The County shall have staff present during regular daytime hours (8:00 a.m. to 5:00 p.m.) and shall perform regular security checks throughout the night.

11. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

In the event of any such destruction other than total, where the County has not terminated the occupancy agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction
aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this occupancy agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

Subrogation Waived

12. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

13. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.

E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

Fair Employment Practices

14. During the performance of this occupancy 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 Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County agency to implement such article.

15. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination.

16. Upon termination or expiration of this occupancy agreement, the County will peaceably surrender to the Owner the occupied premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this occupancy agreement.

17. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

18. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

19. The Owner understands and agrees to the following:

The County has elected to be insured for its liability exposures through the CSAC Excess Insurance Authority. The County and its employees acting in the course and scope of their employment are insured for tort liability arising out of official County business. All claims against the County of Mariposa based on tort liability should be presented as a government claim to the County of Mariposa, P.O. Box 784, Mariposa, CA 95338. (Gov. Code section 900, et. seq.)

The County has also elected to be insured for its motor vehicle liability exposures through the CSAC Excess Insurance Authority. This program provides liability coverage arising out of the operations of motor vehicles used by County employees for official County business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the County of Mariposa should be presented to the County of Mariposa, P.O. Box 784, Mariposa CA 95338. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the County of Mariposa, P.O. Box 189, Mariposa, CA 95338. (Gov. Code section 900, et. seq.)

The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the County including materials, parts or equipment furnished in connection with such
work or operations. General liability coverage can be provided in the form of an endorsement to the County’s insurance (at least as broad as ISO Form CG 20 10).

20. The County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County’s obligations and occupancy under this occupancy agreement or which were not caused by the County, the Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between the County and the Owner for all efforts and expenses thereto.

21. Upon termination of this occupancy agreement, the Owner agrees that any equipment installed by the County shall be and remain the property of the County, and the County shall remove such property when vacating the premises. The County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces, unless the Owner does not wish for these restorations to occur. The County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

22. The Owner shall allow the County or its agents to enter the premises as of 7:00 A.M. on April 1, 2020, to stage and prepare the property for occupants, or other parties, or for any other purpose the County deems necessary.

23. The County agrees to indemnify and hold harmless the Owner to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of the County’s use of said premises during the term of this agreement, except to the extent that any such damages suffered by the Owner are the result of the Owner’s negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities.

The Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which the County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County’s occupancy of said premises under and during the term of this agreement, except to the extent that any such damages or expenses suffered by the County are the result of County’s sole negligence.

24. The Owner is solely responsible for all tax liabilities, including property taxes.

25. The Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the term of the County’s occupancy of the premises.

26. The Owner and the County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the premises. The Owner and the County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from the Owner or the County within the meaning of California Civil Code section 1940.
FEDERAL PROVISIONS

27. Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the occupancy agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

28. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 etseq.

29. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

30. The Owner agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

31. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

32. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

33. The Owner agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

34. This occupancy agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.965) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

35. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

36. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

37. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
38. Owners who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By ____________________________
Date ____________________________
39. In the performance of this occupancy agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

40. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

41. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

42. The following access to records requirements apply to this occupancy agreement:

i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this occupancy agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

43. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

44. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this occupancy agreement. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

45. The Federal Government is not a party to this occupancy agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this occupancy agreement.

IN WITNESS WHEREOF, this occupancy agreement has been executed by the parties hereto as of the dates written below.
COUNTY OF MARIPOSA

By KEVIN CANN, CHAIR
Mariposa County Board of Supervisors

Date 4/9/2020

Approved as to Form:

By STEVEN W. DAHLEM
County Counsel

Date 4-9-20

OWNER

By GAUTAM PATEL
Yah 1901 LLC,
A California Limited Liability Company

Date 4/9/10
Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Mariposa Project RoomKey
Client Expectations and Responsibilities

Client rights and responsibilities:

- The right to feel safe and the responsibility to respect the rights of others to feel safe.
- The right to be treated with respect regardless or your race, status, gender, sexual orientation, age, religion or beliefs.
- The right to confidentiality. The responsibility to respect the confidentiality of others.
- The right to receive supportive services when applying for income assistance, employment, health services, and other support services.
- The responsibility to follow guidelines and directions of the staff and volunteers of Project RoomKey.
- The responsibility for your own personal belongings.
- Pets will not be allowed on the property anywhere including in the rooms. Plans will be made for your pet to be fostered during your time in the hotel and returned to you upon discharge.
- Smoking, e-cigarette, or vaping is not permitted in any room or in your vehicle. You may smoke in the designated marked smoking area only.
- Illegal substances are not allowed in the rooms or anywhere on the property. Staff has the right to search if they suspect illegal substances, weapons, pets or guests are onsite.
- Vehicles are allowed if you have one but keep in mind the following:
  - Vehicles are to be locked with valuables hidden from plain view or stored in each client’s room.
  - Since no pets are allowed on the hotel property, no animals are allowed in vehicles.
  - Vehicles are to remain unoccupied when parked.
  - No vehicle maintenance shall be permitted on the property.
  - County staff or the hotel cannot be held liable for loss or damage to vehicles or property. We strongly suggest you store all valuables in your room.
  - You must maintain a safe speed while entering and exiting the parking lot. Reckless driving will not be tolerated.
- Weapons will not be allowed in any building, common area, parking lot, or rooms.
- Violent or inappropriate behavior towards others will not be allowed or tolerated.
- You agree to complete the COVID-19 Screening Form twice daily.
Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

- Clients are to observe quiet time in their rooms between the hours of 10:00 p.m. and 7:00 a.m. daily.

- If you are a client who needs to be isolated or quarantined this means that you are not allowed to leave your room and must remain in the room at all times. Your assigned HHSA staff will let you know when you're no longer needing to be isolated or quarantined.

Client Room:

- You are the only person allowed in your room and are not allowed to have any guests on the property or in your room.

- Each room has the supplies necessary for your personal hygiene needs. If you require other items please notify a team member.

- There are phones in each room that may be used for local calls only.

- You have access to TV and Wi-Fi in your room.

- Please keep your TV volume at an acceptable level.

- All bedding and linens will be washed every week while you are a client in the program or when you exit the program. It is your responsibility to place soiled linens outside of your room in garbage bags provided for you.

- Personal laundry may be washed on site, please sign up for your time slot with HHSA staff.

Discharge:

- When your stay in Project RoomKey is no longer indicated, as per the Health Officer's orders, you will be discharged from the program.

- Project RoomKey case managers will assist all clients with a discharge plan.

By signing below, you are agreeing that the expectations have been explained to you and that you understand what we are asking of you and that you will follow them as outlined. Failure to meet these expectations may result in your discharge from the Project.

Date_____________________________________

Client Name___________________________________________

Client Signature________________________________________

Staff Name_____________________________________________

Staff Signature__________________________________________