

AMENDMENT TWO TO EMERGENCY OCCUPANCY AGREEMENT FOR USE OF  
KELSEYVILLE MOTEL

THIS AMENDMENT ONE TO AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Lake, hereinafter referred to as "COUNTY", and Kelseyville Motel, hereinafter referred to as "OWNER".

WITNESSETH

WHEREAS, pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20 in response to COVID-19, emergency housing is needed for the preservation of public health and safety, including the housing of persons subject to quarantine and/or isolation orders; and

WHEREAS, COUNTY solicited a Request for Offers to local hotels to provide emergency housing; and

WHEREAS, OWNER has offered to provide housing to COUNTY that the Lake County Public Health Officer has determined is suitable for the purposes set forth in the Governor's Proclamation and Order, including the housing of persons subject to quarantine and/or isolation orders; and

WHEREAS, COUNTY and OWNER entered into an Emergency Occupancy Agreement on July 18, 2020, as amended by Amendment One dated September 15, 2020, for a term not to extend beyond November 18, 2020 and a maximum payable price not to exceed \$60,000; and

WHEREAS, COUNTY and OWNER desire to amend said Agreement to extend the term of the Agreement and to increase the maximum payable price under the Agreement; and

WHEREAS, the Agreement may only be modified by written amendment thereto, executed by both parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. SECTION 2, TERM, is hereby modified to be read as follows.

"The term of this occupancy agreement shall commence on July 18, 2020, and shall continue month to month until June 30, 2021; or the period of exigent or emergency circumstances as may be established by local, state or federal proclamation, with such rights of termination as may be hereinafter expressly set forth; whichever is shorter. Should the parties hereto desire to extend the term of this Agreement beyond what is provided here,

any such further extension will require approval by the County of Lake Board of Supervisors."

2. SECTION A, MONTHLY RENT of SECTION 4, RENT, is hereby modified to be read as follows.

"A. For the term of this Agreement, the COUNTY agrees to pay OWNER the sum of \$83.00 per night per night, plus tax, during the term of this occupancy agreement. In no case shall the total amount payable under this Agreement exceed \$150,000 (one hundred and fifty thousand dollars)."

COUNTY and OWNER have executed this Amendment Two to Agreement on the day and year first written above.

COUNTY OF LAKE:

Kelseyville Motel:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Jay Patel, Owner

ATTEST: CAROL J. HUCHINGSON  
CLERK OF THE BOARD  
OF SUPERVISORS

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_